

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.405

Agenda No. 10.A

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2015 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2015 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$345,502,699.00**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

FCOA		FROM	TO
25-271	Communication & Tech OE	\$ 2,157,111.00	\$ 2,757,111.00
26-315	Automotive Services OE	\$ 1,536,272.00	\$ 1,786,272.00
26-291	Building & Street Maintenance OE	\$ 943,250.00	\$ 1,063,250.00
GRANT	Emergency Management Agency Assistance FFY 2013	\$ -	\$ 15,000.00
GRANT	Share Our Strength	\$ -	\$ 40,000.00
<b>Total Increase</b>			<b>\$ 1,025,000.00</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION****Initiator**

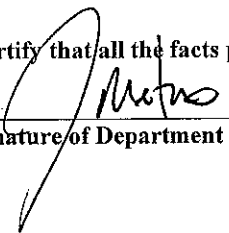
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This Resolution is to increase the temporary budget to cover ongoing expenses and include new grant funding received.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/1/15  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.406

Agenda No. 10.B

Approved: JUN 10 2015



**TITLE: RESOLUTION AUTHORIZING THE ACCEPTANCE OF CREDIT CARDS, DEBIT CARDS, AND OTHER ELECTRONIC PAYMENTS FOR MUNICIPAL OBLIGATIONS**

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS, N.J.S.A. 40A:5-43** ("Government Electronic Payment Acceptance Act") authorizes municipalities to accept credit cards, debit cards, and other electronic payments for charges, taxes, fees, assessments, fines, and other obligations; and

**WHEREAS, in order for a municipality to accept credit card payments, a resolution must be adopted by the governing body authorizing the same and stating the type of obligations which can be paid by electronic receipt and the types of electronic receipt that will be permitted; and**

**WHEREAS, Resolution 06-002, approved on January 11, 2006 previously approved the use of credit cards and electronic payments for municipal tax bills; and**

**WHEREAS, it is the intention of the Mayor and Council to authorize all City Departments to accept payment by credit cards, debit cards, or other electronic payment for the payment of all municipal obligations enumerated in Chapter 160 ("Fees and Charges") of the Jersey City Municipal Code; and**

**WHEREAS, it is the intention of the Mayor and Council to authorize the assessment and collection of service and/or convenience fees for the use of credit cards, debit cards, and other electronic payments except where prohibited by an association or issuer, pursuant to N.J.S.A. 40A:5-46;**

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Jersey City, County of Hudson, State of New Jersey, as follows:

1. That, the Mayor and Municipal Council do hereby authorize all City departments to accept credit cards, debit cards, and other electronic payments for the payment of municipal obligations enumerated in Chapter 160 ("Fees and Charges") of the Jersey City Municipal Code ; and
2. That, the Mayor and Municipal Council do hereby authorize the assessment and collection of service and/or convenience fees for the use of credit cards, debit cards, and other electronic payments except where prohibited by an association or issuer.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE ACCEPTANCE OF CREDIT CARDS, DEBIT CARDS, AND OTHER ELECTRONIC PAYMENTS FOR MUNICIPAL OBLIGATIONS****Initiator**

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercerc@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Pursuant to the Local Fiscal Affairs Law (N.J.S.A. 40A:5 et seq), a local unit must approve a resolution in order to accept credit cards, debit cards, or other electronic payments (such as e-checks) and to assess service and/or convenience fees for municipal charges.

This was previously done for Tax Collection in 2006.

This resolution authorizes the acceptance of credit cards, debit cards, and other electronic payments for all fees enumerated in the Jersey City Municipal Code, Chapter 160 ("Fees and Charges").

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/26/15  
Date



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.407

Agenda No. 10.C

Approved: JUN 10 2015

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING FY2007 ANNUAL ACTION PLAN TO RE-ALLOCATE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

COUNCIL  
following resolution:

offered and moved adoption of the

**WHEREAS**, on June 27, 2007 the Municipal Council adopted Resolution Nos. 07-483 authorizing the acceptance and execution of HUD entitlement grants for CDBG, HOPWA, HOME, and ADDI and authorizing program contracts under the HUD entitlement programs for program year April 1, 2007 through March 31, 2008; and

**WHEREAS**, the City of Jersey City is desirous of re-allocating HOPWA funds as described in Exhibit A; and

**WHEREAS**, it is in the best interest of the City to award funds as detailed in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with subrecipients and subgrantees identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD).

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

### EXHIBIT A

#### RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING FY2007 ANNUAL ACTION PLAN TO RE-ALLOCATE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

##### Housing Opportunities for Persons With AIDS (HOPWA) FY 07

Agency: Let's Celebrate, Inc.  
46-48 Fairview Avenue  
Jersey City, NJ 07304

Funding for the continued administration of Short-Term Rent, Mortgage, and Utility assistance to eligible residents.

Allocate \$19,142.00 from remaining FY2007 HOPWA funds.

Agency: Hudson County Housing Resource Center  
574 Newark Avenue  
Jersey City, NJ 07306

Funding for the continued administration of Tenant-Based Rental Assistance to eligible residents.

City Clerk File No. Res. 15.407Agenda No. 10.CTITLE: JUN 10 2015**Allocate \$113,325.00 from remaining FY2007 HOPWA funds.**

The following accounts have been cancelled:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
2007	American Red Cross	\$132,467.00	1423

**SUMMARY OF REPROGRAMMED ACCOUNTS**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Let's Celebrate, Inc.	48 Fairview Ave, Jersey City, NJ 07304	\$19,142.00	37-200-56-901-979	117349
Hudson County Resource Center	574 Newark Ave # 304, Jersey City, NJ 07306	\$113,325.00	37-200-56-901-589	117350

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$132,467.00 are available in the above mentioned accounts.

  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

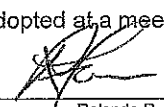
APPROVED 8-0

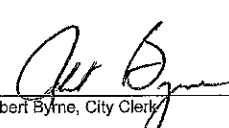
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING FY 2007 ANNUAL ACTION PLAN TO RE-ALLOCATE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS**

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Funding for the continued administration of Short-Term Rent, Mortgage, and Utility assistance to eligible residents. **Allocate \$19,142 from remaining FY2007 HOPWA funds.**

Funding for the continued administration of Tenant-Based Rental Assistance to eligible residents. **Allocate \$113,325 from remaining FY2007 HOPWA funds.**

**Cost (Identify all sources and amounts)**

GRANT FUNDS

**Contract term (include all proposed renewals)**

JULY 1, 2015 – JUNE 30, 2016

**Type of award**

If "Other Exception", enter type

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

*[Signature]* 6/1/15

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 07-483

Agenda No. 10.0

Approved: JUN 27 2007

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR  
CDBG, ESG, HOPWA, HOME AND ADDI AND AUTHORIZING PROGRAM CONTRACTS  
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2007  
THROUGH MARCH 31, 2008**

COUNCIL  
following resolution:

offered and moved adoption of the

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$6,731,522 in Community Development Block Grant (CDBG) funds, \$291,224 in Emergency Shelter Grant (ESG) funds, \$2,443,000 in Housing Opportunities for Persons With AIDS (HOPWA) funds, \$3,054,318 in HOME Investment Partnerships and \$35,923 in American Dream Downpayment Initiative (ADDI) funds for Fiscal Year 2007; and

**WHEREAS**, in addition to the entitlement grant allocations the City will use \$225,000 in CDBG Program Income; and

**WHEREAS**, the City of Jersey City has developed a Five (5) Year Consolidated Plan and One (1) Year Action Plan consistent with the City's needs and federal regulations; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has approved the City's 2005-2009 Consolidated Plan and FY2007 Annual Action Plan; and

**WHEREAS**, most of the activities proposed in the City's application requires the use of agencies and subgrantees; and

**WHEREAS**, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), ESG, HOPWA, HOME and ADDI grants in compliance with such requirements; and

**WHEREAS**, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

**WHEREAS**, the attached subgrantee agreements are uniform for all said agencies and subgrantees; and

**WHEREAS**, these agreements are exempt from public bid according to N.J.S.A. 40A:11-5.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with subgrantees identified on the attached list, under the year 37 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year.

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 07-483  
Agenda No. 10.0  
TITLE: JUN 27 2007

Pg. # 2

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT  
GRANTS FOR CDBG, ESG, HOPWA, HOME AND ADDI AND AUTHORIZING  
PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR  
PROGRAM YEAR APRIL 1, 2007 THROUGH MARCH 31, 2008**

2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/27/07											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN		ABSEN	
SPINELLO	✓			FULOP	✓			FLOOD			
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote.

N.V.-Not Voting

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_

Robert Byrne, City Clerk

JUN 27 2007

**PUBLIC SERVICE PROGRAM  
2007 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
ASPIRA	\$ 25,000.	35-200-56-851-914	87523
Assn. of Pakistani for Community Org.	\$ 13,500.	35-200-56-851-853	87511
Boys and Girls Club (Heights Outreach)	\$ 21,000.	35-200-56-851-865	87513
Boys and Girls Club (Youth Achievement)	\$ 20,000.	35-200-56-851-906	87521
Building An Empire, Inc.	\$ 21,000.	35-200-56-851-847	87507
C.A.U.S.E.	\$ 13,000.	35-200-56-851-596	87484
C-Line Community Outreach Services, Inc.	\$ 33,000.	35-200-56-851-974	87529
College Prep Incentive Prgm.	\$ 21,000.	35-200-56-851-513	87478
Community Awareness Series - JCFPL (Miller Branch)	\$ 10,000.	35-200-56-851-849	87508
Community Outreach Team (FOD)	\$ 15,000.	35-200-56-851-604	87533
Educational Arts Team, Inc.	\$ 17,000.	35-200-56-851-978	87530
First Choice Women's Resource Center	\$ 12,000.	35-200-56-851-606	87488
Friends of Lifers Youth Corp.	\$ 30,000.	35-200-56-851-517	87480
Girl Scout Council of Greater Essex & Hudson Counties	\$15,000.	35-200-56-851-629	NEW
Greenville/Westside Babe Ruth League	\$ 9,000.	35-200-56-851-876	87515
H.C. Child Abuse Prevention Center	\$ 43,000.	35-200-56-851-832	87550
H.C. Contracting Training Corp.	\$ 28,000.	35-200-56-851-804	87502
H.C. Court Appointed Special Advocates (CASA)	\$19,000.	35-200-56-851-878	87517
Helping Mold Leaders	\$ 36,000.	35-200-56-851-877	87516
Hudson Community Enterprises (Occupational Ctr.)	\$ 15,000.	35-200-56-851-961	87471
Hudson Cradle	\$ 38,000.	35-200-56-851-990	87531
International Institute of NJ	\$ 9,000.	35-200-56-851-608	87489
Jackie Robinson Little League	\$ 9,000.	35-200-56-851-611	87491
JC Connections	\$ 12,000.	35-200-56-851-850	87509
JC Museum	\$ 16,000.	35-200-56-851-892	98519
JC Tenant Affairs Board (After- School Prgm.)	\$ 40,000.	35-200-56-851-831	87504
Jewish Family and Counseling Services	\$ 10,000.	35-200-56-851-820	87552
Kennedy Dancers (Inner City Youth)	\$ 11,000.	35-200-56-851-965	87528
Kennedy Dancers (Senior Citizens)	\$ 15,000.	35-200-56-851-633	87500
King Knight Chess Club	\$ 5,000.	35-200-56-851-627	87499
Let's Celebrate	\$ 32,000.	35-200-56-851-833	87505
Monticello Community Dev. Corp. (MCDC)	\$ 14,117.	35-200-56-851-628	NEW
National Council on Alcoholism & Drug Dependency (NCADD)	\$ 11,000.	35-200-56-851-605	87487
NJ Citizen Action21 Corp.	\$ 3,860.	35-200-56-851-615	87494
NJ Tae Kwon Do	\$ 10,000.	35-200-56-851-626	87498
Pakistanis for America	\$ 6,000.	35-200-56-851-616	87495
PAN AM Concerned Citizens Action League	\$ 15,000.	35-200-56-851-815	87503
Pershing Field Babe Ruth League	\$ 28,000.	35-200-56-851-610	87490
Philippine American Friendship Committee, Inc.	\$ 26,000.	35-200-56-851-851	87510
Remarkable Mossi Youth Council	\$ 16,000.	35-200-56-851-507	87473
Rising Tide Capital	\$ 15,000.	35-200-56-851-631	NEW
Roberto Clemente Little League	\$ 9,000.	35-200-56-851-881	87518
Salvation Army (Basic Needs)	\$ 11,000.	35-200-56-851-908	87443

JUN 27 2007

**PUBLIC SERVICE PROGRAM  
2007 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Salvation Army (Outpatient)	\$ 10,000.	35-200-56-851-908	87532
Shield of Faith Ministries	\$ 10,000.	35-200-56-851-624	NEW
St. Ann's Home	\$ 15,000.	35-200-56-851-634	87501
St. Joseph's School for the Blind	\$ 21,000.	35-200-56-851-835	87551
Team Walker	\$ 20,000.	35-200-56-851-840	87506
The Kenmare School - Job Readiness Svc.	\$ 13,000.	35-200-56-851-813	87534
United Cerebral Palsy (Day Care Center Prgm.)	\$ 17,000.	35-200-56-851-869	87514
Urban League (General Social Services)	\$ 33,000.	35-200-56-851-925	87526
Urban League (Power Up)	\$ 10,000.	35-200-56-851-923	87524
Visiting Homemaker Service of H.C. (Senior Care)	\$ 11,000.	35-200-56-851-902	87520
WomenRising (Domestic Violence)	\$ 42,000.	35-200-56-851-911	87522
WomenRising (Project HOME)	\$ 6,000.	35-200-56-851-855	87512
WomenRising (Strong Foundations)	\$ 38,000.	35-200-56-851-924	87525
York Street Project (Summer Prgm.)	\$ 10,000.	35-200-56-851-956	87527
Youth Music Group	\$ 9,000.	35-200-56-851-614	87492

**CDBG REHAB  
2007 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Boys and Girls Club, Inc.	\$ 218,750.	35-200-56-851-874	87542
Grace Van Vorst Community Services	\$ 191,500.	35-200-56-851-630	87545
Hudson Community Enterprises	\$ 134,000.	35-200-56-851-961	87543
JC Engineering (Curb Cuts)	\$ 500,000.	35-200-56-851-632	87547
JC Department of Public Works (Mohammed Ali Park)	\$ 485,711.	35-200-56-851-623	87540
JC Department of Public Works (Sidewalks)	\$ 350,000.	35-200-56-851-622	87539
JC Division of Community Development (HORP)	\$ 376,396.	35-200-56-851-930	-----
JC Housing Authority (Barbara Place)	\$ 350,000.	35-200-56-851-618	87537
JC Incinerator Authority (Graffiti Removal)	\$ 100,000.	35-200-56-851-625	87541
JCRA MLK Drive Redevelopment Area Acquisition - Jackson Estates	\$ 955,837.	35-200-56-851-620	87538
JCRA Morris Canal Redevelopment Area (Berry Lane Park)	\$ 200,000.	35-200-56-851-603	87535
St. Joseph's Home for the Blind (Margaret Anna Cusack Center)	\$ 50,000.	35-200-56-851-619	87546
Rebuilding Together formerly Christmas in April	\$ 30,000.	35-200-56-851-872	87548
St. Paul's Lutheran Church	\$ 300,000.	35-200-56-851-621	NEW
York Street (The Kenmare High School)	\$ 279,547.	35-200-56-851-617	87536

**HOPWA  
2007 GRANT YEAR**

Administration	\$ 73,290.	37-200-56-901-101	ADMIN
American Red Cross	\$ 370,000.	37-200-56-901-982	87493
Catholic Charities Archdiocese Newark - Canaan House	\$ 80,000.	37-200-56-901-542	87479
Catholic Charities Archdiocese Newark - Franciska Residence	\$ 122,646.	37-200-56-901-980	87483

JUN 27 2007

F.A.I.T.H. Services	\$ 75,000.	37-200-56-901-981	NEW
J.C. Connections/Hudson Pride	\$ 33,475.	37-200-56-901-986	87497
J.C. Episcopal Community Dev. Corp. - Emergency Shelter	\$ 50,000.	37-200-56-901-984	87496
J.C. Episcopal Community Dev. Corp. (Operating & Rehab costs)	\$ 400,000.	37-200-56-901-588	87481
Jersey City Medical Ctr. - Medical And Social Services for Homeless (M.A.S.S.H.)	\$ 50,000.	37-200-56-901-985	87482
Let's Celebrate Inc. - Financial Case Mgmt.	\$ 120,120.	37-200-56-901-979	87485
Let's Celebrate Inc. - Rental Subsidy	\$ 608,820.	37-200-56-901-983	87486

**HOME  
2007 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 305,432.	36-200-56-858-101	ADMIN
Community Outreach Team	\$ 50,000.	36-200-56-858-615	87557
Morris Canal Redevelopment (317-319 Pacific Ave.)	\$ 450,000.	36-200-56-858-616	87442

**2007 ESG PROGRAM**

Catholic Charities Archdiocese Newark - Hope House	\$ 85,452.	46-200-56-898-920	87474
Catholic Charities Archdiocese Newark - St. Lucy's Shelter	\$ 200,772.	46-200-56-898-742	87475
Jersey City Medical Ctr. - MASSH	\$ 5,000.	46-200-56-898-545	87476

**2007 ADMINISTRATION**

JC Division of Community Development	\$ 975,318.	35-200-56-851-918	ADMIN
JC Dept. of HEDC/Tenant Assistance	\$ 216,746.	35-200-56-851-921	ADMIN
JC Redevelopment Agency	\$ 199,240.	35-200-56-851-967	87544



## Angela Russo

**From:** Angela Russo  
**Sent:** Thursday, May 28, 2015 3:45 PM  
**To:** Carmen Gandulla; Vivian Brady-Phillips  
**Cc:** Sarah Goldfarb  
**Subject:** RE: FY2007 HOPWA Reallocation Recommendations

Vivian/Carmen,

This is to document a minor change in the reallocation I referred to in the below email. Under our fiscal department's direction, the reallocation numbers were rounded to a whole dollar. Below are the final numbers. This is the normal process when allocating money to an agency, however I was unaware of it when I submitted the initial below explanation. The public comment also had the initial amounts. I received no comments from the public regarding this proposed reallocation.

Please let me know if you have any questions. I will be submitting the final resolution to Director Cruz tomorrow to be signed for the June 10<sup>th</sup> Council Meeting. It will include this email thread for clarity.

YEAR	ACCOUNT	AMOUNT	HUD Activity #
2007	American Red Cross	\$132,467.00	1423

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Lets Celebrate, Inc.	48 Fairview Ave, Jersey City, NJ 07304	\$19,142.00	37-200-56-901- 979	N/A
Hudson County Resource Center	574 Newark Ave # 304, Jersey City, NJ 07306	\$113,325.00	37-200-56-901- 589	N/A

### Angela A. Russo

*HOPWA/ESG Grant Manager*

*Homelessness Prevention Liaison*

Division of Community Development

Department of Housing, Economic Development & Commerce

City of Jersey City

30 Montgomery Street - Suite 404

Jersey City, NJ 07302

Office: (201) 547-4583

Email: ARusso@JCNJ.org

**From:** Angela Russo

**Sent:** Friday, May 15, 2015 6:06 PM

**To:** Carmen Gandulla; Vivian Brady-Phillips  
**Cc:** Sarah Goldfarb  
**Subject:** FY2007 HOPWA Reallocation Recommendations

Carmen/Vivian,

As requested I am sending a more detailed review of my recommendations on how to reallocate FY2007 HOPWA funds. Please let me know if anything else is needed.

**Funds to be reprogrammed** - In 2007, we entered into contract with American Red Cross, allocating \$370,000 of HOPWA FY2007 funds to administer direct financial assistance to eligible residents. Mid way through the contract American Red Cross changed their mission, which no longer allowed them to continue providing such services. This left **\$132, 467.57** unencumbered and left to be reprogrammed.

**FY 14/15 HOPWA subgrantees, current funding status, and activities funded**

<b>FY14/15 Subgrantee</b>	<b>Funded Activity</b>	<b>Current Balance</b>	<b>Reallocation Considerations by Grant Manager</b>
Catholic Charities – Canaan House	Salaries – Direct and admin	\$0	<ul style="list-style-type: none"> <li>Continued issue with lack of overhead to cover expenses between grant periods.</li> <li>Is not providing direct financial assistance to residents.</li> <li>Current funding status does not have the potential of displacing any residents. Operating costs are not funded under HOPWA and subgrantee has been leveraging other funds to maintain the facility.</li> </ul>
Catholic Charities – Francиска House	Salaries – Direct and admin	\$0	<ul style="list-style-type: none"> <li>Same as above program</li> </ul>
Garden State CDC – Hudson CASA	Salaries – Direct and Admin Non-personal – Operating, direct financial assistance	\$73,325.98	<ul style="list-style-type: none"> <li>Just began drawing down on FY14/15.</li> <li>Doesn't present any need - has a remaining 78% of direct financial assistance remaining.</li> </ul>
Garden State DCD – Corpus Christi properties	Salaries – Direct and Admin Non-personnel – Operating, direct financial assistance	\$268, 370.00	<ul style="list-style-type: none"> <li>Just began drawing down on FY14/15</li> <li>Programming does not focus on supplying direct financial assistance. This is a small portion of their current grant.</li> </ul>
Lets Celebrate, Inc. – Short-Term, Rent, Mortgage, and Utility (STRMU)	Salaries – Direct and Admin Non-personnel – Operating, direct financial assistance	\$56,929.24	<ul style="list-style-type: none"> <li>The only HOPWA subgrantee administering STRMU.</li> <li>Currently, has a remaining 22% direct financial assistance remaining.</li> <li>LCI staff provided a budget projection from now until October 2015 and has this program exhausting STRMU administration capacity by end of July 2015.</li> </ul>
Lets Celebrate, Inc. – Short-Term, Rent, Mortgage, and Utility (STRMU)	Salaries – Direct and Admin Non-personnel – Operating, direct	\$180,070.64	<ul style="list-style-type: none"> <li>LCI's budget projection has this program covered with current monies until the FY 15/16 funding should be in place (if re-granted).</li> </ul>

	financial assistance		
<b>Hudson County Housing Resource Center – Cornerstone Outreach Program – Tenant-Based Rental Assistance (TBRA)</b>	<b>Salaries – Direct and Admin Non-personnel – Operating, direct financial assistance</b>	<b>\$205,768.44</b>	<ul style="list-style-type: none"> <li>• HRC's provided budget projection has this program exhausting current funds by end of July 2015.</li> <li>• Without funds, HRC could run the risk of losing cooperative landlords and/or the potential of clients losing housing.</li> <li>• If funds are not reprogrammed to them, they would work out agreements with landlords. They have done this in the past. However, as grant manager, I hope to minimize the amount of HH's and landlords this will impact for fear that it would damage relationships HRC has built with landlords in the area.</li> </ul>

Based on these considerations, I am proposing to reallocate **\$19,141.83** to Lets Celebrate's STRMU activities and **\$113,325.74** to HRC's TBRA activities. This proposal will FULLY cover Let's Celebrate's STRMU funding gap for August and September 2015. As for HRC, it will cover their funding gap for August and 36% of their September 2015 gap. If this reallocation is approved, I will direct HRC to first seek cooperation with landlords and then to work with LCI to assist with rent arrears for cases where landlords may be highly uncooperative. This reallocation ensures we can still respond to STRMU related needs within the persons living with AIDs community (PLWHA) and also maintain a maximum amount of TBRA vouchers within the PLWHA community utilizing these additional funds.

**Attached are the budget projections supplied by both Lets Celebrate and HRC.**

Please let me know if you need more information.

Angela

**Angela A. Russo**

*HOPWA Grant Manager*

*Homelessness Prevention Liaison*

Division of Community Development

Department of Housing, Economic Development & Commerce

City of Jersey City

30 Montgomery Street - Suite 404

Jersey City, NJ 07302

Office: (201) 547-4583

Email: [ARusso@JCNJ.org](mailto:ARusso@JCNJ.org)

## CITY OF JERSEY CITY PUBLIC NOTICE

The City of Jersey City proposes to amend the FY2005 – 2009 Consolidated Plan and the FY2007 Annual Action Plan. The purpose of this Amendment is to reprogram Housing Opportunities for Persons With AIDs (HOPWA) funds in the amount of \$132,467.57. Pursuant to Federal requirements, the City must notify all residents about Amendments to the Consolidated Plan and Annual Action Plans. This notice serves as official notification on the following proposed changes to be submitted to the U.S. Department of Housing and Urban Development (HUD):

### Reprogrammed Activities

Description			
<b>Agency: Let's Celebrate, Inc.</b> <b>46-48 Fairview Avenue</b> <b>Jersey City, NJ 07304</b>			
Funding for the continued administration of Short-Term Rent, Mortgage, and Utility assistance to eligible residents.			
<b>Allocate \$19,141.83 from remaining FY2007 HOPWA funds.</b>			
<b>Agency: Hudson County Housing Resource Center</b> <b>574 Newark Avenue</b> <b>Jersey City, NJ 07306</b>			
Funding for the continued administration of Tenant-Based Rental Assistance to eligible residents.			
<b>Allocate \$113,325.74 from remaining FY2007 HOPWA funds.</b>			
The following accounts have been cancelled:			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2007	American Red Cross	\$132,467.57	1423

Any comments on these amendments should be submitted in writing by May 22, 2014 to Angela Russo, [arusso@jcnj.org](mailto:arusso@jcnj.org).

**STEVEN M. FULOP**  
**MAYOR**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.408

Agenda No. 10.D

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 15 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) STATE PROGRAM THROUGH THE HUDSON COUNTY PROSECUTORS OFFICE

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution;

**WHEREAS**, the City of Jersey City Department of Police is eligible as a law enforcement agency to submit an application for funding to the Hudson County Prosecutor's Office that will be submitted in a consolidated application for all Hudson County law enforcements agencies;

**WHEREAS**, the Department of Justice has announced that Jersey City has been designated to receive an allocation of \$173,301.00;

**WHEREAS**, The Jersey City Police Department will utilize \$173,301.00 for the continuation of foot and vehicular patrols that will address quality of life complaints and under cover tactical gang - and drug enforcement operations.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Jersey City Police Department is hereby authorized to apply for funding from the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) State Program through the Hudson County Prosecutors Office

APPROVED: Jerome Cole

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET**

Date Submitted to BA. \_\_\_\_\_

This summary sheet is to be attached to the front or any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets shall be returned with the resolution or ordinance. The department, division, or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO  
APPLY FOR FUNDS UNDER THE FY 15 EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT (JAG) STATE PROGRAM THROUGH THE HUDSON  
COUNTY PROSECUTORS OFFICE**

- 1. Names and Title of Person Initiating Ordinance/Resolution:**  
James Shea, Public Safety Director
- 2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**  
Authorization to apply for funds under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) State Program.
- 3. Reasons (Need) for the Proposed Program, Project etc:**  
To continue and extend community –based policing programs that will improve quality of life throughout various neighborhoods in Jersey City.
- 4. Anticipated Benefits to the Community:**  
Assigned patrols will significantly help to deter disorderly conduct reduce criminal activity.
- 5. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
No matching requirement Award amount \$173,301.00
- 6. Date Proposed Program or Project will Commence:**  
October 1, 2015
- 7. Anticipated Completion:**  
September 30, 2018
- 8. Person Responsible for Coordinating Proposed Program/Project:**  
James Shea, Public Safety Director

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Department Director Signature

5/27/15  
DATE



# OFFICE OF THE HUDSON COUNTY PROSECUTOR

595 NEWARK AVENUE  
JERSEY CITY, NEW JERSEY 07306

GAETANO T. GREGORY  
ACTING PROSECUTOR

TELEPHONE: (201) 795-6400

FAX: (201) 795-3365

May 13, 2015

Chief Phil Zacche  
Jersey City Police Department  
1 Journal Square Plaza  
Jersey City, New Jersey 07306

Re: 2015 Justice Assistance Grant Program (JAG)

Dear Chief Zacche:


We have been informed by the U.S. Justice Department that the following Hudson County municipalities are eligible for funding:

Bayonne	\$ 13,395
Hoboken	\$ 15,926
Jersey City	\$173,301
Union City	\$ 24,579
West New York	<u>\$ 17,369</u>
	\$244,570

Please advise us on your needs for this year's Justice Assistance funding by June 12, 2015. Your response should follow last year's format and be submitted by email to [ppugh@hcppo.org](mailto:ppugh@hcppo.org) or fax (201) 795-3365.

If you need assistance, please feel free to contact Patty Pugh Seiler at (201) 795-6400, Ext. 6610.

Very truly yours,

  
Gaetano T. Gregory  
Acting Prosecutor

GTG/pms

CC: Elyse Jordan-Gibbs, Grants Analyst ✓

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.409  
Agenda No. 10.E  
Approved: JUN 10 2015



TITLE:

## RESOLUTION AUTHORIZING AGREEMENTS WITH LOCAL NONPROFIT PARTNERS AND THE CITY OF JERSEY CITY TO HOST COOKING MATTERS AT THE STORE PROGRAM

### COUNCIL AS WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, The Jersey City Department of Health and Human Services receives up to \$40,000 from Share Our Strength to conduct shopping tours through the Cooking Matters at the Store Program; and

**WHEREAS**, Share Our Strength seeks to empower families and caregivers of low-income children to purchase and prepare healthy food on a budget through Cooking Matters at the Store grocery store tours; and

**WHEREAS**, The City has agreed to reach 4,000 low income parents and caregivers through the program by December 31, 2015; and

**WHEREAS**, in order to accomplish this goal the Dept of Health and Human Services desires to enter into Memorandums of Understanding with Jersey City Community Based Organizations to provide curriculum, training and financial incentives (\$10 gift cards) to execute Cooking Matters at the Store with their members/clients; and

**WHEREAS**, the Community Based Organizations will organize tours, provide volunteers tour leaders, engage in cross promotion activities and submit monthly reports to HHS; and

**WHEREAS** The Dept of Health and Human Services desires Memorandums of Understanding with the following Community Based Organizations (CBOs):

- |   |                                 |
|---|---------------------------------|
| • Starting Points, Inc.                           | Incentives valued up to \$1000  |
| • Hudson Partnership Care Management Organization | Incentives valued up to \$6000  |
| • Greater Bergen Community Action, Inc.           | Incentives valued up to \$6000  |
| • Wealth From Health Program                      | Incentives valued up to \$8000  |
| • New Jersey City University                      | Incentives valued up to \$1000  |
| • The Sharing Place                               | Incentives valued up to \$5000; |

and



City Clerk File No. Res. 15.409Agenda No. 10.ETITLE: JUN 10 2015**RESOLUTION AUTHORIZING AGREEMENTS WITH LOCAL NONPROFIT PARTNERS AND THE CITY OF JERSEY CITY TO HOST COOKING MATTERS AT THE STORE PROGRAM****WHEREAS** The following Community Based Organizations have their own Memorandums of Understanding which require the City's approval:

- Hudson Partnership Care Management Organization
- Greater Bergen Community Action, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. HHS will work collaboratively with CBOs to build a healthier Jersey City.
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Understanding shall be in substantially the form of the document attached hereto.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	ABSTAINED		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing agreements with various Community Based Organizations for the delivery of Cooking Matters at the Store for the department of Health & Human.

### **Project Manager**

Department/Division	HHS	Director's Office
Name/Title	Stacey L Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Resolution authorizing agreements with various Community Based Organizations for the delivery of Cooking Matters at the Store for the department of Health & Human.

Starting Points, Inc.	Incentives valued up to \$1000
Hudson Partnership Care Management Organization	Incentives valued up to \$6000
Greater Bergen Community Action, Inc.	Incentives valued up to \$6000
Wealth From Health Program	Incentives valued up to \$8000
New Jersey City University	Incentives valued up to \$1000
The Sharing Place	Incentives valued up to \$5000

### **Cost (Identify all sources and amounts)**

Starting Points, Inc., up to \$1000  
Hudson Partnership Care Management, up to \$6000  
Greater Bergen Community Action, Inc., up to \$6000  
Wealth From Health Program, up to \$8000  
New Jersey City University, up to \$1000  
The Sharing Place, up to \$5000

### **Contract term (include all proposed renewals)**

June 1, 2015 – December 30, 2015

### **Type of award**

In-kind

### **If "Other Exception", enter type**

### **Additional Information**

I certify that all the facts presented herein are accurate.



6/11/15

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the City of Jersey City Department of Health & Human Services (JCDHHS) and Hudson Partnership Care Management Organization (HPCMO).

The City of Jersey City through, its Partnership for A Healthier JC division, takes a preventative approach to advancing health equity and improving health outcomes for residents city wide. All partners are committed to empowering Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the Cooking Matters at the Store program (CMATS).

In doing so, each partner agrees to the following:

The Jersey City Department of Health & Human Services agrees to:

- Promote this valuable Healthy JC partnership by including the partner agency in all related press releases, flyers, calendar listings and print media.
- Provide HPCMO with Cooking Matters Tours at the Store Web-Based Training, needed support and incentive items.
- Provide template communication materials for Cooking Matters at the Store tours.
- Provide all facilitator and participant curriculum and materials free of charge.
- Dedicate a JCDHHS CMATS Representative responsible for booking tour blocks at area supermarkets for partner agencies.

Greater Bergen Community Action, Inc. agrees to:

- Attend Cooking Matters at the Store (CMATS) orientation session for Community Based Organizations (CBO)
- Have at least 3 staff member complete CMATS Tour Leader Training

- Coordinate and conduct monthly tours with HPCMO participants
- Track CMATS tour and participant numbers for monthly submission to HHS
- Work with the supermarket dietician or other host to track CMATS tour and participant numbers for monthly submission to JCDHHS
- Recruit (solicit/encourage) volunteer tour leaders from Greater Bergen Community Action, Inc. participants and volunteers
- Cross promotion of CMATS program within HPCMO structure such as divisions/departments among affiliated organization contacts, and at appropriate community events
- Provide CMATS program feedback, including anecdotes, for use in press releases

This agreement should be renewed every year. In the case that the HPCMO site coordinator or primary contact for CMATS program changes, this Agreement should be reviewed before the Agreement anniversary.

I have read and agree to comply with all policies and responsibilities outlined in the above Memorandum of Understanding. I understand that failure to comply may result in termination of this Cooking Matters at the Store program agreement. If I have any follow-up questions or comments, I can contact Gillian Sarjeant-Allen at 201-547-6806.

---

CMATS CBO Primary Contact

---

Date

I value this partnership with **Hudson Partnership Care Management Organization** and agree to comply with all Cooking Matters at the Store program responsibilities outlined above. I understand that failure to comply may result in termination of [CBO]'s relationship with the Cooking Matters at the Store program.

---

CMATS Coordinator

---

Date

## **AGREEMENT**

**between**

### **Hudson Partnership Care Management Organization**

110 Meadowlands Parkway, Secaucus, NJ 07094 - 201-537-14560 fax: 201-537-1452

**and**

### **City of Jersey City, New Jersey**

199 Summit Ave., Unit F, Jersey City, NJ 07306 – 201-547-6800

This Modified Memorandum of Understanding (MOU, or Agreement) serves to define the roles and responsibilities of the parties named above as they work together to provide supports to children and families residing in Jersey City, located within Hudson County, New Jersey, who are served through the New Jersey Children's System of Care (CSOC).

#### **A Shared Commitment**

**Hudson Partnership Care Management Organization (HPCMO)**, a private not-for-profit 501(c)(3) agency, assesses, designs, implements and manages child-centered and family-focused supports for children and adolescents whose needs are complex and require intensive care management techniques. **HPCMO** and the **Jersey City Department of Health and Human Services (JCDHHS)** mutually desire to enter into an arrangement whereby they will partner to offer the **Cooking Matters Program** to HPCMO involved families in Hudson County, New Jersey.

#### **Requirements of Assurances**

##### **Cooking Matters Program**

The Cooking Matters Program consists of three (3) guided tours of grocery stores to educate CMO involved parents/families from Jersey City about buying healthy, affordable foods on a budget. Participating families will be rewarded with an incentive after completion of each of the three tours.

##### **Compliance with Applicable Regulations**

Provider (the City of Jersey City) will respect and follow HPCMO's Code of Conduct and Confidentiality Policies.

**Non-Discrimination**

It is expected that the Provider will not discriminate against any child or family member, with regard to quality of service or accessibility of service, on the basis of the child or family member's race, religion, national origin, sex or any other characteristic protected by law in relation to the services being provided under this Agreement.

**Confidential Information**

During the term of this Agreement and thereafter, Provider and HPCMO shall ensure that they hold confidential information in the strictest confidence and in accordance with state and federal laws.

"Confidential Information" shall include, but is not limited to, all information and records, whether oral or written or disclosed prior to or subsequent to the execution of this Agreement, regarding the following: children, individual names or listings of names or addresses of present or former children and families served by Hudson Partnership CMO, information about a family, and/or identification of services that are provided to CMO enrolled children and their families.

**Insurance**

All HPCMO families participating in the Cooking Matters Program will be covered by the Provider's liability insurance policy while on City of Jersey City property and participating in this program.

The Provider identified in this agreement hereby indemnifies and holds harmless Hudson Partnership CMO from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the services performed by the Provider, to the extent that such Losses are the direct result of the sole negligent acts or omissions of the Provider, or any breach or alleged breach by the Provider named in this Agreement.

**Transportation**

HPCMO will assist participating families in attending the **Cooking Matters Program** by providing bus cards or by providing vehicle transportation, where appropriate and when available.

**Volunteer Staffing**

HPCMO will recruit staff members to volunteer by taking the on-line training and who will then volunteer to assist with the tours.

**Assignment**

Neither this Agreement nor any of its provisions shall be assigned, delegated or transferred by the Provider without the prior written consent of both parties.

**Incentives**

Upon successfully completing each of the three guided tours, participating families will receive the following incentives:

- 1) A \$10.00 Shop Rite gift card provided by NJDHHS
- 2) A \$40.00 Shop Rite gift card provided by Hudson Partnership CMO will be awarded after participating in the 3<sup>rd</sup> tour or cooking class

---

Provider's Signature

Date

---

Print Full Name and Title of Person Signing this Agreement

---

Signature of Hudson Partnership CMO Chief Executive Officer

## Memorandum of Understanding

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the City of Jersey City Department of Health & Human Services (JCDHHS) and Greater Bergen Community Action, Inc.

The City of Jersey City through, its Partnership for A Healthier JC division, takes a preventative approach to advancing health equity and improving health outcomes for residents city wide. All partners are committed to empowering Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the Cooking Matters at the Store program (CMATS).

In doing so, each partner agrees to the following:

The Jersey City Department of Health & Human Services agrees to:

- Promote this valuable Healthy JC partnership by including the partner agency in all related press releases, flyers, calendar listings and print media.
- Provide Greater Bergen Community Action, Inc. with Cooking Matters Tours at the Store Web-Based Training, needed support and incentive items.
- Provide template communication materials for Cooking Matters at the Store tours.
- Provide all facilitator and participant curriculum and materials free of charge.
- Dedicate a JCDHHS CMATS Representative responsible for booking tour blocks at area supermarkets for partner agencies.

Greater Bergen Community Action, Inc. agrees to:

- Attend Cooking Matters at the Store (CMATS) orientation session for Community Based Organizations (CBO)
- Have at least 3 staff member complete CMATS Tour Leader Training



- Coordinate and conduct monthly tours with Greater Bergen Community Action, Inc. participants
- Track CMATS tour and participant numbers for monthly submission to HHS
- Work with the supermarket dietician or other host to track CMATS tour and participant numbers for monthly submission to JCDHHS
- Recruit (solicit/encourage) volunteer tour leaders from Greater Bergen Community Action, Inc. participants and volunteers
- Cross promotion of CMATS program within Greater Bergen Community Action, Inc. structure such as divisions/departments among affiliated organization contacts, and at appropriate community events
- Provide CMATS program feedback, including anecdotes, for use in press releases

This agreement should be renewed every year. In the case that the Greater Bergen Community Action, Inc. site coordinator or primary contact for CMATS program changes, this Agreement should be reviewed before the Agreement anniversary.

I have read and agree to comply with all policies and responsibilities outlined in the above Memorandum of Understanding. I understand that failure to comply may result in termination of this Cooking Matters at the Store program agreement. If I have any follow-up questions or comments, I can contact Gillian Sarjeant-Allen at 201-547-6806.

---

CMATS CBO Primary Contact

---

Date

I value this partnership with **GREATER BERGEN COMMUNITY ACTION, INC.** and agree to comply with all Cooking Matters at the Store program responsibilities outlined above. I understand that failure to comply may result in termination of [CBO]'s relationship with the Cooking Matters at the Store program.

---

CMATS Coordinator

---

Date

---

**GREATER BERGEN  
COMMUNITY ACTION, INC.**

---



---

241 Moore Street  
Hackensack, NJ 07601  
201-968-0200  
www.bergencap.org

---

**Community Partnership Agreement**

The purpose of this agreement is to establish a formal working relationship between the Greater Bergen Community Action Head Start and Early Head Start Programs and \_\_\_\_\_ Program. All Partners have recognized the need to establish a working relationship to provide efficient services to the families of Jersey City.

In doing so each Partner agrees to the following:

The Greater Bergen Community Action Head Start/Early Head Start programs agree to:

- a. Refer Head Start/Early Head Start families to your agency/program for necessary and appropriate services
- b. Provide any necessary information (with appropriate signed releases)
- c. Accept referrals to our program (for eligible families)
- d. Provide information regarding the Head Start/Early Head Start Programs

The \_\_\_\_\_ Program/Agency agrees to:

- a. Provide the necessary services to eligible children/families (if currently available)
- b. Provide the necessary services to the agencies if necessary and appropriate
- c. Refer eligible families to Greater Bergen Community Action Head Start/Early Head Start for program services
- d. Provide information regarding your program and services to Head Start/Early Head Start families.

All partners have read over the agreement and support the agreements as outlined. Each recognizes that this is a collaborative effort and for our families to be successful and view us as a team, we must work together to assist the family with referrals and services within Jersey City. In signing this agreement we acknowledge the fact that we must come together to effect change. This agreement symbolizes that commitment. This agreement may be modified by mutual consent at any time. Such consent shall be in writing with signatures of the appropriate parties. This agreement shall continue from year to year thereafter unless terminated by written notice.

\_\_\_\_\_  
Head Start/Early Head Start Representative

\_\_\_\_\_  
Agency/Program Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 15.410

Agenda No. 10.F

Approved: JUN 10 2015

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NJACCHO) AND THE CITY OF JERSEY CITY FOR REIMBURSEMENT OF EXPENSES INCURRED BY HHS FOR EBOLA DISEASE ACTIVE MONITORING.**

**COUNCIL AS WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

**WHEREAS**, by a letter dated April 2, 2014, the City of Jersey City agrees to the reimbursement at a pre-established per diem rate by the New Jersey Association of County and City Health Officials (NJACCHO); and

**WHEREAS**, the Jersey City Department of Health and Human Services for incurred expenses by your agency for Ebola Disease Active/Direct Active Monitoring; and

**WHEREAS**, NJACCHO agrees to the following:

1. Reimburse Jersey City Department of Health and Human Services at a per diem rate of \$50 dollars per individual monitored for Active Monitoring cases
2. Reimburse Jersey City Department of Health and Human Services at a per diem rate of \$100 dollars per individual monitored for Direct Active Monitoring cases
3. Reimburse Jersey City Department of Health and Human Services retroactively to December 22, 2014 and continue such reimbursement as long as the New Jersey State Department of Health makes such funding available to the NJACCHO for these purposes
4. Utilize bi-monthly Communicable Disease Reporting & Surveillance System (CDRSS) monitoring data reports as provided by the New Jersey State Department of Health's Communicable Disease Service to determine reimbursement amount
5. Work closely with Jersey City Department of Health and Human Services and NJDOH to resolve any payment discrepancies in a timely manner; and

City Clerk File No. Res. 15.410Agenda No. 10.FTITLE: JUN 10 2015

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NJACCHO) AND THE CITY OF JERSEY CITY FOR REIMBURSEMENT OF EXPENSES INCURRED BY HHS FOR EBOLA DISEASE ACTIVE MONITORING.**

**WHEREAS** Jersey City Department of Health and Human Services agrees to:

1. Accept such funds as reimbursement for expenses incurred by Jersey City Department of Health and Human Services in its Ebola Disease Active/Direct Active Monitoring efforts
2. Accept such reimbursement as the only financial obligation of the NJACCHO
3. Enter all necessary information into the CDRSS as it relates to Ebola Disease Active/Direct Active Monitoring in a timely manner
4. As a condition of reimbursement agree to any modifications to this reimbursement program as may be imposed upon the NJACCHO by the NJDOH

**NOW, THEREFORE, BE IT RESOLVED,** by the Municipal Council of the City of Jersey City that:

1. HHS will use such funds as reimbursement for expenses incurred by Jersey City Department of Health and Human Services in its Ebola Disease Active/Direct Active Monitoring efforts
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NJACCHO) AND THE CITY OF JERSEY CITY FOR REIMBURSEMENT OF EXPENSES INCURRED BY HHS FOR EBOLA DISEASE ACTIVE MONITORING.**

**Project Manager**

Department/Division	HHS	Communicable Disease Reporting & Surveillance
Name/Title	Stacey L. Flanagan	Director, HHS
Phone/email	547-6560	sflanagan@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To have HHS reimbursed for the work done on Ebola Monitoring.  
To date HHS has monitored 45 travelers (cases)  
Of the 45, 38 cases qualify for reimbursement from the EVD monitoring grants.  
The grant will give us 50.00 per day, per traveler

Each traveler who is monitored by the HHS for the full 21 days will result in a 1050.00 payment to the Jersey City HHS.

34 of the 38 cases were the full 21 days (\$35,700.00)

4 of the 38 were less than 21 days and we will receive 50.00 per day per traveler for the time we monitored

**Cost (Identify all sources and amounts)**

Offset costs of staffing at HHS

**Contract term (include all proposed renewals)**

Fee for service/ product used

Type of award

MOU

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Stacey Lea Flanagan  
Signature of Department Director

5/28/15  
Date



## Letter of Agreement

April 2, 2015

Vera Smith  
Jersey City Department of Health and Human Services  
199-201 Summit Avenue  
Jersey City, NJ 07304

Dear Vera Smith,

This letter lays out an agreement between the parties for reimbursement at a pre-established per diem rate by the New Jersey Association of County and City Health Officials (NJACCHO) to the Jersey City Department of Health and Human Services for expenses incurred by your agency for Ebola Disease Active/Direct Active Monitoring.

NJACCHO agrees to:

- Reimburse Jersey City Department of Health and Human Services at a per diem rate of \$50 dollars per individual monitored for Active Monitoring cases
- Reimburse Jersey City Department of Health and Human Services at a per diem rate of \$100 dollars per individual monitored for Direct Active Monitoring cases
- Reimburse Jersey City Department of Health and Human Services retroactively to December 22, 2014 and continue such reimbursement as long as the New Jersey State Department of Health makes such funding available to the NJACCHO for these purposes
- Utilize bi-monthly Communicable Disease Reporting & Surveillance System (CDRSS) monitoring data reports as provided by the New Jersey State Department of Health's Communicable Disease Service to determine reimbursement amount
- Work closely with Jersey City Department of Health and Human Services and NJDOH to resolve any payment discrepancies in a timely manner

Jersey City Department of Health and Human Services agrees to:

- Accept such funds as reimbursement for expenses incurred by Jersey City Department of Health and Human Services in its Ebola Disease Active/Direct Active Monitoring efforts
- Accept such reimbursement as the only financial obligation of the NJACCHO
- Enter all necessary information into the CDRSS as it relates to Ebola Disease Active/Direct Active Monitoring in a timely manner
- As a condition of reimbursement agree to any modifications to this reimbursement program as may be imposed upon the NJACCHO by the NJDOH

- Work closely with the NJACCHO's designee and NJDOH to resolve any payment discrepancies in a timely manner

This agreement may only be modified or amended by writing executed by both parties hereto and approved by the NJDOH. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For Jersey City Department of Health and Human Services:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

For the NJACCHO:

\_\_\_\_\_  
Signature

Trevor J. Weigle, President, NJACCHO

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 15.411

Agenda No. 10.G

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH NEW JERSEY CITY UNIVERSITY AND THE CITY OF JERSEY CITY FOR THE EDUCATION OF STUDENTS IN THE NJCU NURSING PROGRAM

### COUNCIL AS WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Department of Health and Human Services ("HHS") in the City of Jersey City (the "City") operates several direct service programs for residents of Jersey City; and

**WHEREAS**, the New Jersey City University ("NJCU") received a special grant to train the next generation of nurses through a workforce diversity grant; and

**WHEREAS**, a part of the NJCU grant program requires the students to have clinical experiences in nursing; and

**WHEREAS**, HHS is aware of and responsible for programs where the students from NJCU can gain valuable experience; and

**WHEREAS**, the City will benefit from the work of the students in the NJCU program; and

**WHEREAS**, HHS desires to partner with NJCU on their program to build a healthier Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with NJCU regarding a program involving the acceptance of interns from NJCU's Nursing Education Program for clinical in nursing.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Understanding shall be in substantially the form of the document attached hereto.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											6.10.15
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE				WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	ABSTAINED		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing agreements with NJCU's Nursing Program

### **Project Manager**

Department/Division	HHS	Director's Office
Name/Title	Stacey L Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Resolution authorizing an agreement with NJCU to support the workforce development program and increase the diversity of the nursing profession.

### **Cost (Identify all sources and amounts)**

### **Contract term (include all proposed renewals)**

June 1, 2015 – December 30, 2015

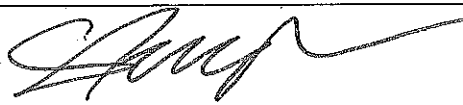
### **Type of award**

In-kind

If "Other Exception", enter type

### **Additional Information**

I certify that all the facts presented herein are accurate.

 6/1/15

**AGREEMENT  
BETWEEN**

**NEW JERSEY CITY UNIVERSITY**

HEREINAFTER REFERRED TO

AS "UNIVERSITY"

AND

**CITY OF**

**JERSEY CITY**

"FACILITY" SHALL REFER TO THE JERSEY CITY DEPARTMENT OF HEALTH  
AND HUMAN SERVICES FOR THE EDUCATION OF STUDENTS IN THE NJCU

NURSING PROGRAM

HEREINAFTER REFERRED TO AS "NURSING EDUCATION PROGRAM"

## 1. GENERAL INFORMATION

- A. The University will work primarily with the Jersey City Department of Health and Human Services to coordinate the Nursing Education Program. Students participating in this program shall work with the Jersey City Department of Health and Human Services.
- B. The **Facility** will accept students in the University's Nursing Education Program for clinical experiences in nursing. Clinical education shall begin on **July 1, 2015**.
- C. The period of time for each student's clinical education shall be agreed upon in writing by the University and the Facility at least one month before the beginning of the clinical program or rotation.
- D. The number of students eligible to participate in the clinical education program shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- E. There shall be no discrimination against any employee or student engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, handicap, or sexual orientation. This provision shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The Facility shall insert a similar provision in all subcontracts.
- F. The parties to this Agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified, are hereby made a part of this Agreement and are binding upon them.
- G. The University will not be obligated to compensate the Facility for any of the activities, services or facilities provided for in the Agreement.
- H. The University and the Facility do not consider the student or faculty an employee, staff or agent of the Facility. The student is in the clinical education phase of his/her professional education.
- I. Under this Agreement, both the University and the Facility shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary.

## 2. Responsibilities of the University

- A. The University shall provide the academic preparation of the students through classroom instruction, laboratory practice and clinical education. The clinical education shall take place in the Facility.
- B. The University will provide qualified faculty fully licensed to practice professional nursing in New Jersey for clinical supervision and instruction of its students. A faculty member shall be available at the Facility for clinical experience or by cell phone. The University will provide a list of the faculty members and their degree qualifications to the Facility prior to the commencement of each clinical rotation. The University agrees to maintain one faculty member for each ten-twelve students.
- C. University nursing faculty will coordinate the clinical education of students while in the Facility. All clinical education curriculums must be approved in writing by the Facility prior to starting the curriculum.
- D. The University will provide in writing to appropriate personnel at the Facility a list of nursing students receiving clinical education at the Facility and will update such list as is necessary.
- E. The University will promptly consider any reasonable request by the Facility for withdrawal of students and/or faculty for sufficient and good cause and any such request by the Facility shall be granted unless it is found to be unreasonable or made in bad faith.
- F. The University shall provide the staff of the Facility's nursing service department with opportunities to participate in the development of specific educational objectives for student experiences as well as in the joint planning and evaluation of these experiences.
- G. Liability Insurance. See attached letter from University's Vice President for Administration & Finance, which is appended to and made a part of this Agreement as Appendix A. The University shall provide professional liability coverage insuring its students performing activities under the Agreement and providing limits of \$1,000,000 for each incident or \$3,000,000 in the aggregate. In addition, students and faculty will obtain individual liability policies and will provide evidence of same to the University's Nursing Department and the Facility. The Facility reserves the right to review with the University, students, and faculty the nature of its insurance, to evaluate the adequacy of the funding of such program, and to either approve or disapprove such program as it pertains to this Agreement. The University shall furnish the Facility with evidence that it has complied with the above requirements for liability coverage.
  - a. In addition, students are required to purchase individual professional liability insurance as required by the New Jersey State Board of Nursing.

The School is a university of the State of New Jersey. The State does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.). The Act creates a special self-insurance fund and provides for payment of claims under the Act against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the University or its employees involving tort claims should be referred for handling to the New Jersey Treasury, Division of Risk Management, P.O. Box 620, Trenton, NJ, 08625-0620 with a copy to the University.

- b. The City of Jersey City, the Facility, will be compensated for the Nurse Preceptor's time at a rate of \$3.33 per hour/per student. The Facility will bill NJCU, the Nursing Education Program, for the nurses' time spent with the HRSA Grant funded students, once per semester. In turn, NJCU, the Nursing Program will pay from the HRSA Grant the appropriate monies to the Facility.
- H. The University agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the University's use of the City's premises permitted herein. The University further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the University shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The University's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

### **3. Responsibilities of the Facility**

- A. The Facility shall provide clinical experiences for students in the Nursing program. The Facility shall designate in writing to the University the name and professional and academic credentials of the nursing service member coordinating the clinical education of students.
- B. Designated Facility personnel and the University's nursing faculty shall jointly evaluate the clinical education component of the Nursing Education Programs on an annual basis. Student input shall be obtained through student evaluations.

- C. The Facility shall provide immediate emergency health care to faculty and students in any instance of injury or illness. However, such medical care shall be at the individual's own expense.
- D. It is expressly understood that all patients in this program shall be patients of the Facility. The Facility is responsible for the proper care of the Patients; however, the University, faculty, and/or student shall be responsible for the care of said patients to the extent that the University's faculty and/or students contributed to or participated in the care of said patients.
- E. Every patient receiving health services shall be treated with the understanding of the patient and where necessary, of the patient's parents or guardian, that he/she will be involved in the teaching program of students in the Nursing Education Program under the supervision of the nursing faculty. The Facility shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian.
- F. The Facility will permit faculty and students to utilize the parking and library facilities. The Facility will permit faculty and students to utilize the Facility cafeteria at their own expense.
- G. Liability Insurance. The Facility shall either obtain and maintain at its own expense during the term of this Agreement, and any renewal thereof, a comprehensive liability coverage including professional liability, insuring the Facility and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by the Facility, its employees, staff, and agents under this Agreement or provide a program of self-insurance as described below. Such coverage shall protect the Facility, its employees, staff, and agents with limits of not less than \$1,000,000 with respect to injury or death to any one person and not less than \$3,000,000 in the aggregate. Should such policy or policies be made on a claims made basis, the Facility shall assume liability for all future claims presented with regard to the performance of services by the Facility, its employees, staff, and agents in accordance with this Agreement. Should the Facility provide this coverage through a program of self-insurance, the University reserves the right to review with the Facility the nature of its self-insurance program, to evaluate the adequacy of the funding of such program, and to either approve or disapprove such program as it pertains to this Agreement. The Facility shall furnish the University with evidence that it has complied with the above requirements for liability coverage.
- H. The Facility shall procure and maintain during the life of this Agreement worker's compensation and disability benefits insurance in accordance with the laws of the State of New Jersey. Two (2) certificates of such insurance shall be furnished to the University prior to the effective date of this Agreement. Any failure to furnish

such material or to keep such insurance coverage in full force and effect during the term of this Agreement shall constitute cause for termination.

#### **4. Responsibilities of the Students**

- A. Students of the Nursing Education Programs shall, at all times, follow the rules and regulations established by the Facility, and shall do so under the specific instruction of supervisory personnel of the Facility. Failure to comply with said rules and regulations shall be grounds for the student's immediate removal from the clinical site. Removal for failure to comply with the Facility's rules and regulations shall not be subject to the approval of the University. In addition, the Clinical faculty member and the Director of the Nursing Grant will be notified.
- B. Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by an appropriate insurance policy.
- C. University students are required to comply with the University's "Students Immunizations and Health Requirements" policy.

#### **5. Criminal Background Checks for Students**

If the Facility requires evidence of criminal background checks for students engaged in training at the Facility, the student, prior to admission into the clinical experience, shall be responsible at the student's sole expense for the completion of a criminal background check under applicable University procedures. The results of the criminal background check may be shared with the Facility. The Facility agrees that it will permit University students to participate in training pursuant to this Agreement provided the criminal background check is consistent with applicable Facility policy.

#### **6. Term of Agreement**

- A. The term of this Agreement shall run from **July 1, 2015 through June 30, 2017**. This Agreement may be renewed by the parties for additional one year periods subject to the consent of the City of Jersey City's Business Administrator and the City Council. Either party shall have the right to terminate this agreement upon 120 days written notice to the other party. Such written notice shall be sent certified mail, return receipt requested, to the address set forth below:

For the City:                      Robert Kakoleski, Business Administrator  
City Hall  
280 Grove Street, Room 108  
Jersey City, New Jersey 07302

With a copy to:                  Stacey Flanagan, Director  
Health and Human Services

199 Summit Avenue, Unit F  
Jersey City, NJ 07306

With a Copy to:

Alfred E. Ramey, Jr.

University Counsel  
New Jersey City University  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305

- B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. It is the intent and understanding of the parties to this Agreement that each provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application by either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.
- D. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- E. Students shall comply with all applicable federal and state laws and regulations on confidentiality of information and as otherwise required by Facility or University.
- F. This Agreement contains the entire Agreement between the parties. Any amendment or addendum to this Agreement must be in writing, must specifically refer to this Agreement and must be signed by both parties.
- G. Failure by either party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
- H. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this agreement with prior written consent of the other party.



- I. If any of the provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be effected thereby. In the event of invalidity of a provision, the parties hereto agree to accept a provision that reflects as closely as possible the intention of the invalid provision.

## **7. Warranties**

- A. The undersigned do hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly in contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any state employee, officer or official.
- B. The Facility does hereby warrant that it is qualified to participate in the clinical education of students in the Nursing Education Programs in the manner and on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused these present to be assigned by their authorized corporate officers.

**Recommended by:**

**Authorized by:**

\_\_\_\_\_  
Kimberly Dudas, PhD, RN, ANP-BC, CNE  
Chairperson and Assistant Professor  
Nursing Department  
New Jersey City University

\_\_\_\_\_  
Daniel J. Julius, EdD  
Provost and Senior Vice President  
New Jersey City University

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CITY OF JERSEY CITY**

**Authorized by:**

**Witnessed by:**

\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

\_\_\_\_\_  
Robert Byrne  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

See Attached Letter

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.412

Agenda No. 10.H

Approved: JUN 10 2015

TITLE:

**RESOLUTION EXTENDING A LICENSE AGREEMENT  
WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF  
BLOCK 16901 LOT 17, 51 CRESCENT AVENUE.**



**COUNCIL**  
following Resolution :

offered and moved adoption of the

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 16901, Lot 17, located at 51 Crescent Avenue ; and,

**WHEREAS**, the Jersey City Public Schools is requesting permission from Jersey City to continue to rehabilitate the city- owned building located at 51 Crescent Avenue for an additional one (1 ) year; and,

**WHEREAS**, the Jersey City Public Schools in partnership with the City of Jersey City operates a program through the schools to rehabilitate housing within the City ; and,

**WHEREAS**, Jersey City desires to grant permission to the Jersey City Public Schools to continue to rehabilitate said building and that the City is indemnified and adequately insured against any damages or loss arising from the use of this Property ; and ,

**WHEREAS**, the City does not object if the Construction Code Official issues permits for \$1.00 and provides assistance and inspections where necessary ; and ,

**WHEREAS**, the Jersey City Public Schools has been utilizing the property since March 2002; and ,

**WHEREAS**, it is necessary to extend the License Agreement for an additional one (1) year from July1, 2015 to June 30, 2016.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City School Public Schools on Block 16901 Lot 17, 51 Crescent Ave.
2. The term of the License Agreement shall commence on July 1, 2015 and ending June 30, 2016.

APPROVED: Ann Marie Kelly, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: Sharon L. Lavarro  
Business Administrator

[Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET -- NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 16901 LOT 17, 51 CRESCENT AVENUE**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 206-9531</b>	<b>SteveM@jcnj.org</b>

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City is the owner of 51 Crescent Avenue a vacant building consisting of 3 units. The Jersey City Public School in partnership with the City operates a program through the schools to rehabilitate housing within the City. The Jersey City Public School would like to continue to rehabilitate said building and that the City will be indemnified and adequately insured against any damages or loss arising from the use of this property. The License Agreement is for an additional year from July 1, 2015 to June 30, 2016.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**



Hope R. Blackburn  
General Counsel  
hblackburn@jcboe.org

**The Jersey City Public Schools**  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
Telephone 201 915-6231  
Fax 201 915-6230



Legal Department

May 14, 2015

**VIA FACSIMILE ONLY**

Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue, Room 239  
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street  
Block 14602 lot 27, 198 Plainfield Avenue  
Block 16901 Lot 17, 51 Crescent Avenue  
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I am responding to your letter dated May 1, 2015 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2015 through June 30, 2016.

Thank you for your assistance.

Very truly yours,

*Hope R. Blackburn*

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles  
Luigi Campana

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2015, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1. The City is the owner of certain property located at 51 Crescent Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2016).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District's use of the Property shall be for the sole purpose of making renovations by students working under the supervision of the staff of the School District to rehabilitate the property for low and moderate income housing.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property Jersey City Public School District or any of its agents, servants, employees, contractors or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District agrees to carry or require their contractors to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000.00 or such other type and amount as is deemed necessary or appropriate by the City Risk's Manager. The Jersey City Public School District, or its agents shall furnish to the City a Certificate of Insurance for the benefit of the Jersey City Public School District as the City naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this agreement but in no event later than one week after execution of this Agreement. The obligations of the Jersey City Public School District to indemnify the City pursuant to this Section shall any survive termination of this Agreement.

7. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
8. All accidents or injuries to person, or any damages, etc. occurring as result of or in connection with the Jersey City Public School District's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
9. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractor and invites on the Property, at no cost to the City.
10. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
11. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
12. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons to speak or act for the Jersey City Public School District, as the case may be.

13. All notices and payment between the parties hereto be addressed and delivered to the following.

**City:**

**City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302**

**Jersey City Public School District: Jersey City Public School District  
346 Claremont Avenue  
Jersey City, New Jersey 07305  
Attn: Hope R. Blackburn  
General Counsel**

14. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.
15. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed be their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE  
CITY CLERK**

\_\_\_\_\_  
**ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.413

Agenda No. 10.1

Approved: JUN 10 2015

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE

**COUNCIL** offered and moved adoption of the following  
**Resolution:**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 28204 Lot 41, 166 Danforth Avenue, and;

**WHEREAS**, the property is vacant land adjacent to Public School #20, and;

**WHEREAS**, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #20 since November 1992, and;

**WHEREAS**, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School #20 to park at said property for an additional one year commencing July 1, 2015 and ending June 30, 2016, and;

**WHEREAS**, the Jersey City Public Schools will indemnify and hold the City and its officers agent and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that ;

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The terms of the License Agreement shall commence on July 1, 2015 and end on June 30, 2016.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 206-9531</b>	<b>SteveM@jcnj.org</b>

**Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)**

**Resolution Purpose**

**The City is the owner of a vacant lot located at 166 Danforth Avenue. This lot is adjacent to Public School #20. The Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #20 since November 1992. The Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any claims and all claims or personal injury and property damage arising out the Jersey City Public Schools occupancy and use of the property. The License Agreement is for an additional year from July 1, 2015 to June 30, 2016.**

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**



**The Jersey City Public Schools**  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
Telephone 201 915-6211  
Fax 201 915-6230



Hope R. Blackburn  
General Counsel  
hblackburn@jcboe.org

Legal Department

May 14, 2015

**VIA FACSIMILE ONLY**

Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue, Room 239  
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street  
Block 14602 lot 27, 198 Plainfield Avenue  
Block 16901 Lot 17, 51 Crescent Avenue  
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I am responding to your letter dated May 1, 2015 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2015 through June 30, 2016.

Thank you for your assistance.

Very truly yours,

*Hope R. Blackburn*

Hope R. Blackburn

HRB:re

c: Dr. Marcia L. Lyles  
Luigi Campana

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2015, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1. The City is the owner of certain property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2016).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District shall use the Property for the sole purpose of parking for personnel of Public School #20.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public School District or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey city Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

<b>City:</b>	<b>City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302</b>
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<b>Jersey City Public School District</b>	<b>Jersey City Public School District 346 Claremont Avenue Jersey City, New Jersey 07305 Attn: Hope R. Blackburn General Counsel</b>
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13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

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**ROBERT BYRNE**  
**CITY CLERK**

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**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL  
DISTRICT**

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.414

Agenda No. 10.J

Approved: JUN 10 2015

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET

**COUNCIL** offered and moved adoption of the following  
**Resolution:**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 14305 Lot 8, 93 Grand Street; and

**WHEREAS**, the property is vacant land that is part of Paulus Hook Park and is adjacent to Public School #16; and

**WHEREAS**, the Jersey City Public Schools is requesting permission from the City to continue to utilize the property for recess activities for students from Public School #16 from July 1, 2015 through June 30, 2016; and

**WHEREAS**, the Jersey City Public Schools have been utilizing the property since July 2013; and

**WHEREAS**, the Jersey City Public Schools will indemnify and hold the City and its officers, agents, and employees harmless from any and all claims of personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that ;

1. The Mayor or Business Administrator be authorized to execute a License Agreement in substantially, the form of the attached with the Jersey City Public Schools to utilize City-owned property located at Block 14305 Lot 8, 93 Grand Street
2. The term of the License Agreement shall be effective as of July 1, 2015 and end on June 30, 2016.

APPROVED: [Signature] Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

Certification Required ☐

Not Required ☐

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET**

**Initiator**

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

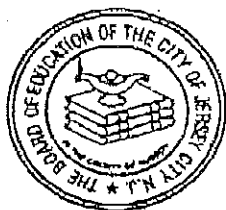
The City is the owner of a vacant lot located at 93 Grand Street. This lot is part of Paulus Hook Park and is adjacent to Public School #16. The Jersey City Public Schools have been utilizing the property since July 2013 for recess activities for students from Public School #16. The Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any claims and all claims or personal injury and property damage arising out the Jersey City Public Schools occupancy and use of the property. The License Agreement is for an additional year from July 1, 2015 to June 30, 2016.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date





Hope R. Blackburn  
General Counsel  
hblackburn@jcboe.org

**The Jersey City Public Schools**  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
Telephone 201 915-6231  
Fax 201 915-6230



Legal Department

May 14, 2015

**VIA FACSIMILE ONLY**

Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue, Rom 239  
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street  
Block 14602 lot 27, 198 Plainfield Avenue  
Block 16901 Lot 17, 51 Crescent Avenue  
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I am responding to your letter dated May 1, 2015 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2015 through June 30, 2016.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles  
Luiggi Campana

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2015, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1. The City is the owner of certain property located at Block 14305 Lot 8 93 Grand Street.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2016).
3. The City reserves the right to terminate the agreement at will upon thirty (30) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District use of the Property shall be for the sole purpose of recess activities for students from Public School #16.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

<b>City:</b>	<b>City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302</b>
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<b>Jersey City Public School District</b>	<b>Jersey City Public School District 346 Claremont Avenue Jersey City, New Jersey 07305 Attn: Hope R. Blackburn General Counsel</b>
---	--

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture,

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE**  
**CITY CLERK**

---

**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL  
DISTRICT**

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 15.415

Agenda No. \_\_\_\_\_ 10.K

Approved: \_\_\_\_\_ JUN 10 2015

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

**Council**  
**following Resolution :**

**offered and moved adoption of the**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 14602 Lot 27, 198 Plainfield Avenue; and,

**WHEREAS**, the property is vacant land adjacent to Public School # 39; and,

**WHEREAS**, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School # 39 since November 1992; and,

**WHEREAS**, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School # 39 to park at said property for an additional one year commencing July 1, 2015 and ending June 30, 2016; and,

**WHEREAS**, the Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that :

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 14602 Lot 27, 198 Plainfield Avenue.
2. The term of the License Agreement shall commence on July 1, 2015 and end June 30, 2016.

APPROVED: \_\_\_\_\_

*Real Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

*Business Administrator*  
*ASST.*

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE**

**Initiator**


<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 206-9531</b>	<b>SteveM@jcnj.org</b>

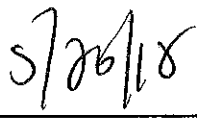
Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City is the owner of a vacant lot located at 198 Plainfield Avenue. This lot is adjacent to Public School #39. The Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #39 since November 1992. The Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any claims and all claims or personal injury and property damage arising out the Jersey City Public Schools occupancy and use of the property. The License Agreement is for an additional year from July 1, 2015 to June 30, 2016.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date



Hope R. Blackburn  
General Counsel  
hblackburn@jcboe.org

**The Jersey City Public Schools**  
346 CLAREMONT AVENUE  
JERSEY CITY, NEW JERSEY 07305  
Telephone 201 915-6231  
Fax 201 915-6230



Legal Department

May 14, 2015

**VIA FACSIMILE ONLY**

Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue, Rom 239  
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street  
Block 14602 lot 27, 198 Plainfield Avenue  
Block 16901 Lot 17, 51 Crescent Avenue  
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I am responding to your letter dated May 1, 2015 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2015 through June 30, 2016.

Thank you for your assistance.

Very truly yours,

*Hope R. Blackburn*

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles  
Luiggi Campana

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2015, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1. The City is the owner of certain property located at Block 14602 Lot 27 198 Plainfield Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2016).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.
4. The Jersey City Public School District use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.



9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

**City:**

**City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302**

**Jersey City  
Public School  
District**

**Jersey City Public School District  
346 Claremont Avenue  
Jersey City, New Jersey 07305  
Attn: Hope R. Blackburn  
General Counsel**

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE  
CITY CLERK**

---

**ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL  
DISTRICT**

---

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.416

Agenda No. 10.1

Approved: JUN 10 2015

TITLE:

**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 78 PARKING SPACES LOCATED AT 135 GREENE STREET.**



**COUNCIL**

**OFFERED AND MOVED ADOPTION OF THE**

**FOLLOWING RESOLUTION:**

**WHEREAS**, the City needs 78 parking spaces for the Department of Housing Economic Development & Commerce personnel working at 30 Montgomery Street; and

**WHEREAS**, Central Parking System, Inc. agrees to provide seventy eight (78) parking spaces at its facility located at 135 Greene Street, Jersey City for \$75.00 per space per month for a total monthly cost of \$5,850.00 or \$70,200.00 annually; and

**WHEREAS**, Central Parking System, Inc. and the City of Jersey shall have the right to terminate the License Agreement without cause by providing thirty (30) days written notice prior the effective date of termination; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be effective January 1, 2015 and ending December 31, 2015 unless terminated earlier as provided in the License Agreement. Thereafter, the License Agreement shall automatically renew from month to month until either party gives the other at least 30 days prior written notice of non-renewal; and

**WHEREAS**, funds will be made available in account # 01-201-31-432-304 in the 2015 temporary, permanent and future Calendar Year budgets.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the License Agreement attached hereto with Central Parking System, Inc. for seventy eight (78) parking spaces at 135 Greene Street, Jersey City.
2. The term of the License Agreement shall be effective from January 1, 2015 and shall end on December 31, 2015.
3. Central Parking System, Inc. and the City of Jersey City shall have the right to terminate the License Agreement without cause by providing (30) days notice prior to the effective date of termination.
4. The monthly rent for seventy eight (78) parking spaces shall be \$75.00 per space for a total monthly amount of \$5,850.00 or \$70,200.00 annually
5. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. of the City Code.

City Clerk File No. Res. 15.416Agenda No. 10.1 JUN 10 2015

TITLE: **A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 78 PARKING SPACES LOCATED AT 135 GREENE STREET.**

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify funds in the amount of \$11,700.00 are available in account # 01-201-31-432-304 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40:A4-1 et seq.  
Requisition # 0170245 P.O. # 117213

APPROVED: Ann Marie Miller, Real Estate ManagerAPPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation CounselCertification Required ☐Not Required ☐APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 78 PARKING SPACES LOCATED AT 135 GREENE STREET**

**Initiator**

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 547-4904 (201) 206-9531	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

To provide 78 parking spaces for the Department of Housing , Economic Development & Commerce personnel working at 30 Montgomery Street at \$75.00 per space totaling \$5,850.00 per month/\$70,200.00 annually.  
The term of this License Agreement shall take effect as of January 1, 2015 to December 31, 2015. The License Agreement shall automatically renew from month to month until either party gives the other at least 30 days prior written notice.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

8/26/15  
\_\_\_\_\_  
Date

## PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of the date signed by the last party to sign it (the "**Execution Date**"), but effective as of the Commencement Date defined in Section 2, by and between Central Parking System, Inc., a Tennessee corporation having an office at 360 West 31st Street, Suite 1100, New York, NY 10001, Attn: Executive Vice President ("**Central**"), and the City of Jersey City, having an address of City Hall, 280 Grove Street, Jersey City, NJ 07302 ("**City**").

### RECITALS:

A. Central operates the public parking facility located at 135 Greene Street in Jersey City, New Jersey ("**Facility**"), pursuant to an agreement ("**Underlying Agreement**") with Cal-Harbor VII Urban Renewal Associates, LP, a New Jersey limited partnership ("**Owner**"); and

B. City desires to license the use of parking spaces at the Facility for employees (the "**Employees**") of the City's Department of Housing, Economic Development & Commerce ("**HEDC**") to self-park their vehicles.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Central and City hereby agree as follows:

1. **Grant.** Central hereby grants to City a license to use seventy-eight (78) parking spaces within the Facility (the "**Licensed Spaces**") for the sole purpose of Employees self-parking their vehicles in accordance with the terms and conditions set forth in this Agreement. Central shall determine the initial location of the Licensed Spaces within the Facility and may elect to change the location of the Licensed Spaces from time to time. If all of the Licensed Spaces are in use by Employees at any given time and an additional Employee parks at the Facility, then such Employee shall be charged the posted parking rates for his use of the Facility. The Licensed Spaces may be used seven days a week, 24 hours per day. City may not assign, sublet, sublicense or extend its parking privileges under this Agreement, and shall implement and enforce a policy prohibiting Employees from doing any of the same.

2. **Term.** The initial term of this Agreement shall be for a period commencing on January 1, 2015 (the "**Commencement Date**"), and ending on December 31, 2015, unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew from month-to-month until either party gives the other at least thirty (30) days' prior written notice of non-renewal.

3. **Termination.** This Agreement may be terminated by either party at any time, without cause or penalty, by giving the other party at least thirty (30) days' prior written notice of termination, with the effective date of termination to be the last day of the first calendar month

following the month in which such notice is given. In addition, Central may terminate this Agreement upon written notice in the event (i) the Underlying Agreement terminates or expires for any reason or (ii) City breaches any term of this Agreement.

4. **Access.** The Employees will access the Facility using access cards issued by Central. Central will issue an access card to each Employee that provides Central with the following information: proof of employment by HEDC; Employee name and phone number; name of vehicle owner if not Employee; and vehicle make, model, year, color and license plate number. Central will not issue more than one access card per Licensed Space, and an Employee may not transfer his or her access card to another Employee. Access cards must be returned to Central at the Facility upon expiration or termination of this Agreement in good working condition. City agrees to pay a replacement fee of \$25.00 for each access card that is lost, stolen or damaged. Employees will be charged the posted parking rates for parking at the Facility without an access card.

5. **License Fee.** As consideration for the parking privileges granted in this Agreement, City agrees to pay Central a license fee (the "License Fee") of seventy five dollars (\$75.00) per Licensed Space per month. Except as set forth in the next sentence, the License Fee shall be due and payable in advance, on or before the first day of each month. The License Fees for the period beginning with the Commencement Date and ending with the month in which the Execution Date occurs shall be due within thirty (30) days after the Execution Date. If any payment due under this Agreement is not made by City when due, then Central shall have the right to (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable, and (ii) at its option, immediately revoke or suspend City's parking privileges and terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Central may pursue to collect the amount owed.

6. **Rules and Regulations.** City agrees to, and to cause the Employees to, abide by all posted and published rules and regulations now or hereinafter in effect pertaining to use of the Facility and agrees to reimburse Central for any expense incurred as a result of any violation thereof, including towing expense of those vehicles parked by City or Employees which obstruct vehicles of other parkers at the Facility (including vehicles of Central and its employees).

7. **No Bailment.** This Agreement is not a lease and does not convey any property interest to City or the Employees. No bailment is created by this Agreement. Only a license to use the Facility for self-parking is granted. Central shall not be responsible for any damage to, or loss of, the vehicles of City or Employees or any component parts thereof or personal property in such vehicles, other than damage or loss directly caused by Central's employees and reported and itemized to a Central attendant in writing at the Facility before leaving the Facility. Vehicles of City and Employees shall be locked, and Central shall not be responsible for any theft of the vehicle or its contents or any loss or damage resulting from leaving keys in the vehicle. This policy may not be rescinded nor modified by any Central employee, and City acknowledges, and shall cause the Employees to acknowledge, that Central employees are not authorized to accept responsibility for storing or safeguarding any vehicles or personal property located therein. City shall be responsible

for any damage to the Facility and for damage to any vehicles or property of third parties using the Facility if such damage is caused by City or any Employee.

8. **No Refunds.** No refunds, credits or allowances will be granted to City for absence, vacation or other non-use of the Licensed Spaces under this Agreement, unless otherwise agreed to in writing by Central in each instance, with such agreement to be binding upon Central only if executed by an officer of Central. The License Fee shall not be prorated in any event.

9. **Notices.** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the addresses identified in the preamble of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to City's use of the Licensed Spaces and may be modified only by a signed written agreement between the parties. It shall be construed in accordance with the laws of the state of New Jersey.

Agreed to by the parties as of the Execution Date.

**Central Parking System, Inc.**

**City of Jersey City**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15,417

Agenda No. 10.M

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE ON THE NORTH SIDE OF BAY STREET, BEGINNING 50 FEET EAST OF ERIE STREET, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 2:00 P.M.

Council as a whole  
resolution:

offered and moved adoption of the following

**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

**WHEREAS**, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

**WHEREAS**, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 15-029) be promulgated designating a loading zone at the location described therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 15-029) Bay Street, north side, beginning 50 feet east of Erie Street and extending to a point 25 feet easterly, Monday through Saturday, 8:00 a.m. to 2:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

JDS:pcj  
(05.26.15)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

Regulation 15-029

May 26, 2015

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**LOADING ZONE REGULATION  
DESIGNATED**

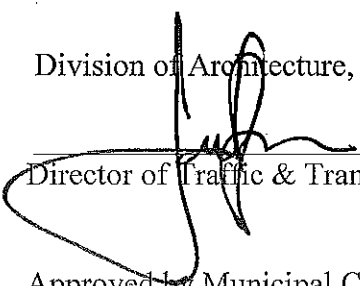
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Bay Street –North Side

Beginning at a point approximately 50 feet east of Erie Street and extending to a point 25 feet easterly therefrom.

Time: Monday through Saturday  
8:00 a.m. to 2:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation

  
\_\_\_\_\_  
Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: \_\_\_\_\_



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE ON THE NORTH SIDE OF BAY STREET, BEGINNING 50 FEET EAST OF ERIE STREET, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 2:00 P.M.**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Jon Reyes, Director of Administration on behalf of Talde Jersey City/Carrino Provisions, 8 Erie Street, JCNJ 07302 201.630.0077	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**A RESOLUTION DESIGNATING A 25 FOOT LOADING ZONE ON THE NORTH SIDE OF BAY STREET, BEGINNING 50 FEET EAST OF ERIE STREET, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 2:00 P.M.**

This loading zone will be utilized to facilitate the loading and unloading of both food and beverage products as well as paper goods and cleaning/maintenance supplies.

The fee for the loading zone will be \$75.00 per u-post installed and \$75.00 per loading zone sign installed.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Signature of Department Director

5/26/15  
\_\_\_\_\_  
Date

6/3/15  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.418

Agenda No. 10.N

Approved: JUN 10 2015



TITLE:

## **RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 2, 2015**

**COUNCIL**

moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (City) required printing services for the printing of ballots and supplies for the June 2, 2015 primary election; and

**WHEREAS**, Barbara Netchert, County Clerk, has designated Royal Printing Service as the official printer of the ballots for Hudson County; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

**WHEREAS**, Royal Printing Service, P.O. Box 1000, West New York, New Jersey 07093 agreed to provide printing services for the sum of \$77,930.00; and

**WHEREAS**, funds in the amount of \$77,930.00 are available in Account No. 2015-01-201-20-121-305; P.O. No. 117400; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Royal Printing Service has completed and submitted a Business Entity Disclosure Certification which certifies that Royal Printing Service has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Royal Printing Service from making any reportable contributions during the term of the contract; and

**WHEREAS**, Royal Printing Service has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract award in the amount of \$77,930.00 to Royal Printing Service for the printing of official election machine and sample ballots for the primary election held on June 2, 2015 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l); and

City Clerk File No. Res. 15.418Agenda No. 10.N JUN 10 2015

TITLE:

**RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING  
SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE  
BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 2, 2015**

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$77,930.00 are available in Account No. 2015-01-201-20-121-305; P.O. No. 117400 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

APPROVED: Robert Byrne, CITY CLERK

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING  
SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE  
BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 2, 2015**

**Project Manager**

Department/Division	Office of the City Clerk	City Clerk's Office
Name/Title	Robert Byrne	City Clerk
Phone/email	201-547-5149; rbyrne@jcnj.org	rbyrne@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Ratify contract award to Royal Printing Service for printing Official Election Machine and Sample Ballots for primary election on June 2, 2015

**Cost (Identify all sources and amounts)**

\$77,930.00

**Contract term (include all proposed renewals)**

May – June, 2015

**Type of award** Other exception

If "Other Exception", enter type Exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(1)

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/3/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Byrne, of full age, hereby certifies as follows:

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official machine ballots and sample ballots for the June 2, 2015 Primary Election.
3. N.J.S.A. 40A:11-5(1)(l) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

6/2/15



Robert Byrne, City Clerk



Requisition #

0170418

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

**Vendor**  
ROYAL PRINTING SERVICE  
P.O. BOX 1000  
441 - 51ST STREET  
WEST NEW YORK NJ 07093  
RO474680

**Dept. Bill To**  
CITY CLERK  
280 GROVE ST.  
CITY HALL RM 118  
JERSEY CITY NJ 07302

**Dept. Ship To**  
CITY CLERK  
280 GROVE ST.  
CITY HALL RM 118  
JERSEY CITY NJ 07302

**Contact Info**  
Irene McNulty  
2015474847

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PRINTING SERVICES FOR JUNE 2015 PRIMARY ELECTION - 199 OFFICIAL MACHINE BALLOTS AND 114,975 SAMPLE BALLOTS	01-201-20-121-305	77,930.00	77,930.00

Requisition Total 77,930.00

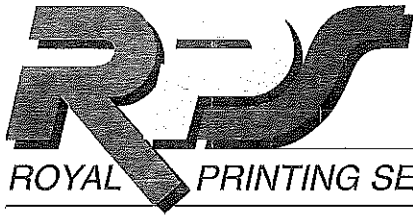
Req. Date: 06/02/2015

Requested By: MCNULTYI

Buyer Id:

Approved By: 

**This Is Not A Purchase Order**



ROYAL PRINTING SERVICE

P.O. BOX 1000, West New York, NJ 07093

Phone: (201) 863-3131 • Fax: (201) 867-4437

# Invoice

Invoice Number:

128193

Invoice Date:

May 14, 2015

Page:

1

RECEIVED

2015 MAY 18 A 11:03

CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

Ship to:

Sold To:

CITY OF JERSEY CITY  
ATT: ROBERT BYRNE  
280 GROVE STREET  
JERSEY CITY, NJ 07302

Customer ID		Customer PO	Payment Terms
CJC			Net 30 Days
Sales Rep ID	Shipping Method		Ship Date
	Royal Delivery		
Quantity	Item	Description	Extension
199 114,975		OFFICIAL MACHINE BALLOTS SAMPLE BALLOTS RE: JUNE 2015 PRIMARY ELECTION	77,930.00
TERMS: NET 10 DAYS. NO DISCOUNT A service charge of 2% per month will be charged if not paid within 30 days.			

Check No:

Subtotal	77,930.00
Sales Tax	
Freight	
Total Invoice Amount	77,930.00
Payment Received	0.00
<b>TOTAL</b>	<b>77,930.00</b>

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Royal Printing Service (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/2/15 \* (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Royal Printing Service (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

\*Contract is with the County of Hudson

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Royal Printing Service

Signed

*[Signature]*

Title: Vice President/Secretary

Print Name: David W. Passante

Date: 5/19/15

Subscribed and sworn before me

this 19 day of May, 2015

My Commission expires:

*[Signature]*

(Affiant)

Dorene M. Stokes, Notary Public

(Print name & title of affiant) (Corporate Seal)

**Dorene M. Stokes  
Notary Public of New Jersey  
ID #82611  
My Commission Expires 11/24/19**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

2015 MAY 20 P 2:51

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
David W. Passante	11 Eastbrook Rd., Harrington Park, NJ 07640
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ 07648

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Royal Printing Service  
 Signed: [Signature] Title: Vice President/Secretary  
 Print Name: David W. Passante Date: 5/19/15

Subscribed and sworn before me this 22 day of

May, 2015

My Commission expires:

**Dorene M. Stokes**  
 Notary Public of New Jersey  
 ID #62611  
 My Commission Expires 11/24/18

[Signature]

**Dorene M. Stokes, Notary Public**

(Print name & title of affiant) (Corporate Seal)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	Royal Printing Service		
Address:	441 51 Street		
City:	West New York	State:	NJ Zip: 07093

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*R. H. Hunt*

David W. Passante  
Printed Name

Vice President/Secretary  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☒ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

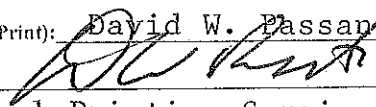
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David W. Passante, Vice President/Secretary

Representative's Signature: 

Name of Company: Royal Printing Service

Tel. No.: 201-863-3131

Date: 5/19/15

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: David W. Passante, Vice President/Secretary  
Representative's Signature: [Signature]  
Name of Company: Royal Printing Service  
Tel. No.: 201-863-3131 Date: 5/19/15

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Royal Printing Service  
Address : 441 51 Street, West New York, NJ 07093  
Telephone No. : 201-863-3131  
Contact Name : David W. Passante

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ROYAL PRINTING SERVICE

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-898-677/000

SEQUENCE NUMBER:

0064640

ADDRESS:

441 51ST ST  
WEST NEW YORK NJ 07093

ISSUANCE DATE:

06/03/04

EFFECTIVE DATE:

10/15/69

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 13999

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2014** to **15-APR-2021**

ROYAL PRINTING SERVICE  
441 51ST ST., PO BOX 1000  
W. NEW YORK NY 07093



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### APPROVED

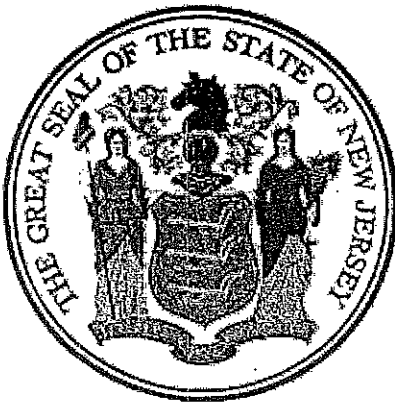
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **ROYAL PRINTING SERVICE** as a **Category 3** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides  
Assistant Director

Issued: August 28, 2012  
Certification Number: 60364-25

Expiration: August 27, 2015

JERSEY CITY, N.J.  
CITY CLERK'S OFFICE

2015 MAY 20 P 2:52

RECEIVED

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.419

Agenda No. 10.0

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

**COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION** of the following Resolution:

**WHEREAS**, the City of Jersey ("City") applied to the County of Hudson ("County") for a grant to fund contracts with various vendors who provide substance abuse prevention and education programs; and

**WHEREAS**, a condition of the grant award is that the City enter into contracts with the vendors identified in the City's grant application; and

**WHEREAS**, the County has awarded the City of Jersey City FY 2016 Municipal Alliance grant funding in the amount of \$213,903 for the period of July 1, 2015 thru June 30, 2016 to provide substance abuse prevention and education programs; and

**WHEREAS**, the following vendors were identified in the City's grant application and will receive the funding indicated for a twelve month period effective July 1, 2015 through June 30, 2016:

Sub-Grantee	Purchase Order No.
Educational Arts Team - \$40,000	117426
Hudson Pride - \$18,000	117425
New Jersey City University (PEP) - \$35,000	117428
NCADD — Community Prevention Education - \$24,600	117431
NCADD — Professional Training Institute - \$19,303	117429
NCADD — TAMS Training - \$6,000	117430
Philippine-American Friendship Committee (PAF-COM) - \$35,000	117427

**WHEREAS**, the City of Jersey City will provide the mandatory 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support will be provided by the Municipal Alliance Sub-Grantees in the amount of \$160,427; and

**WHEREAS**, this Grant Agreement may be renewed and/or extended on a yearly basis, contingent on funding from the Hudson County Department of Health and Human Services; and

City Clerk File No. Res. 15.419Agenda No. 10.0TITLE: JUN 10 2015

**RESOLUTION AUTHORIZING A CONTRACT WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that,

1. The Mayor and/or Business Administrator is authorized to execute agreements with the consultants identified above to provide services as described in the City's grant application as filed with the Hudson County Department of Health and Human Services, in substantially the form of the attached agreement; and
2. The contract terms shall be one year effective as of July 1, 2015 and ending in June 30, 2016 and the contract amounts shall be as set forth above; and
3. The award of these contracts shall be subject to the condition that the vendors provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$267,379 are available in Municipal Drug Alliance Program Fund Account 02-213-40-560-312 for payment of this resolution.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator  
 RST.

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel  
 Certification Required ☒  
 Not Required ☐

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	ABSTAINED		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing contracts with various vendors for the delivery of substance abuse prevention and education programs for the department of Health & Human Services through the Municipal Drug Alliance Program.

### **Project Manager**

Department/Division	HHS	Director's Office
Name/Title	Stacey L Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Contracting with various vendors for the delivery of substance abuse prevention and education programs for the department of Health & Human Services through the Municipal Drug Alliance Program. The following sub-grantee:

- Educational Arts Team: \$40,000
- Hudson Pride: \$18,000
- NJCU: \$35,00
- NCADD: \$49,903
- PAFCOM: \$ 35,000

### **Cost (Identify all sources and amounts)**

- Educational Arts Team: \$40,000
- Hudson Pride: \$18,000
- NJCU: \$35,00
- NCADD: \$49,903
- PAFCOM: \$ 35,000

### **Contract term (include all proposed renewals)**

July 1, 2015 – June 30, 2016

### **Type of award**

subcontract

### **If "Other Exception", enter type**

### **Additional Information**

I certify that all the facts presented herein are accurate.

## AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Jersey City, (hereinafter referred to as the "City") and \_\_\_\_\_ (hereinafter referred to as the "Sub-grantee").

### WITNESSETH THAT:

**WHEREAS**, The Hudson County Department of Health and Human Services (hereinafter referred to as the "County") awarded the City FY 2016 Municipal Alliance grant funding in the amount of \$213,903.00 to provide substance abuse prevention and education programs; and

**WHEREAS**, in accordance with the grant requirements, the City solicited competitive proposals for providing such programs; and

**WHEREAS**, in accordance with the terms and condition of the grant, the City is required to utilize the services of the contractors and agencies identified in the City's grant application; and

**WHEREAS**, the County approved the services described in the proposal submitted by the Sub-grantee to the City;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

#### **1. Term of Agreement**

This Agreement shall be effective as of the first day of July, 2015 and terminate on June 30, 2016.

#### **2. Work to be performed**

The Sub-grantee shall, in satisfactory manner as determined by the City perform those services outlined in the attached work plans and budget.

#### **3. Compliance with Approved Program**

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

#### **4. Communications**

The Sub-grantee will direct all communications concerning this Agreement to: Stacey Flanagan, Director, Department of Health and Human Services, 199-200 Summit Avenue, Jersey City, New Jersey 07306. The Sub-grantee has designated the following as the individual to whom all communications concerning this Agreement will be directed to:

Name of Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

#### **5. Report, Records and Evaluations**

The Sub-grantee agrees to submit to the City, in a timely manner, such reports as may be required by the City, including the following:

- a. A quarterly program report shall be submitted to the City by the tenth working day after the end of each quarter.
- b. A fiscal monitoring report and back up documentation shall be submitted on a regular basis as required by the City. The format shall be determined by the City.
- c. The Sub-grantee will make available to the fiscal officer of the City all financial books, records, documents and files including payroll information as well as any other material deemed necessary by the City fiscal officer to satisfy any audit requirements of this program.
- d. The City may send a representative to evaluate the performance of the Sub-grantee under this contract at anytime. The Sub-grantee agrees to cooperate with any and all evaluations and to provide the City with any information, reports or data required.

#### **6. Purchases**

All purchases and contracts in the amount of \$500.00 or more, not to exceed \$17,500.00, must be evidenced by three quotations which should be maintained on file in the Sub-grantee's office.

All purchases and contracts in the amount of \$17,500.00 and above, not to exceed \$36,000.00, must receive written approval from the City prior to making the actual purchase. Purchases in the amount of \$36,000.00 or more are not allowed.

All purchases of equipment must receive written approval from the City prior to making the actual purchase.

Contracts for consultants or professional services must be approved by the City prior to obtaining the services.

Over- expenditures, within any line item (s) in the budget (s), will be denied.

The Sub-grantee must have a written letter of approval from the City prior to any modifications.



## **7. Compliance Regarding audits and Inspections**

At anytime during the normal business hours and as often as the City may deem necessary, there shall be made available to the City, all of the Sub-grantee's records with respect to all matters covered by this Agreement. The Sub-grantee will permit the City to audit, examine and make excerpts or transcripts.

Effective on or after July 1, 1996, the following audit requirements are applicable:

- a. A single audit is required if the sub-grantee receives at least \$300,000.00 in awards from any grant source through the City of Jersey City during its fiscal year, beginning after June 30, 1996. This report is to be submitted within nine (9) months of the end of the period audited.
- b. Sub-grantees that receive at least \$20,000.00 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, other State, Federal or Local grant, are required to provide an audited financial statement and a management letter concerning internal control and compliance. This financial information must be submitted to the City within six (6) months of the end of their fiscal year.

If the required report is not submitted to the City within the specified time period, the City will make one (1) written request to the sub-grantee. If the report is not received within thirty (30) days of the letter, the City will not process any further requests for payment until the report is received and deemed satisfactory.

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The Sub-grantee shall have the right to hire its own staff provided it is in conformity with the operation program.

## **9. Application for Other Grants**

The Sub-grantee shall have the prerogative of applying to other funding sources for grants and shall submit timely letters of intent to do so to the City.

## **10. Changes**

The Sub-grantee may from time to time request changes in the scope of services of the Sub-grantee to be performed hereunder. Such changes including any increase or decrease in the amount of funds available to the Sub-grantee from the City will be contained in written amendments to this contract.

## **11. Compliance with Federal and Local Laws**

The Sub-grantee shall comply with all applicable laws, ordinances and codes of the state and local governments.

## **12. Retention of Records**

Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the Sub-grantee for a period of three years from the date of its last annual performance report on the project except as follows:

Records that are the subject of any finding, concern, or issue raised by any federal agency or the City shall be retained for at least three years after final resolution of such matters with the Federal government and the City.

Records for non-expendable property which was acquired with Federal Grants funds shall be retained for three years after its final disposition.

## **13. Covenant Against Contingent Fees**

The Sub-grantee warrants that no person or selling agency or other organizations has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or in its direction to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or to seek such other remedies as legally may be available.

## **14. Errors and Omissions**

Sub-grantee shall perform its services consistent with the professional skill and care ordinarily required by program specifications as practiced by Municipal Alliances of the same or similar locality under the same or similar circumstances. Sub-grantee shall perform its services as expeditiously as is consistent with such professional skill and care to ensure compliance and the orderly progress of the project. Sub-grantee must also provide proof of Errors and Omissions/Professional Liability in the amount of \$1,000,000.

## **15. Termination**

The City may by giving reasonable written notice specifying the effective date, terminate this contract in whole or in part for cause, which shall include:

- a) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations, under this Agreement, including compliance with the approved program, executive orders and the City directives as may become generally applicable at any time;
- b) Submission by the Sub-grantee to the City of reports that are incorrect or incomplete in any material respect;
- c) Suspension or termination by the County of the grant to the City under which this Agreement is made. If the Sub-grantee is unable or unwilling to comply with such additional conditions as may lawfully be applied by the City with regard to this grant, the Sub-grantee shall terminate the contract by giving reasonable written notice to the City signifying the effective date thereof. In such an event, the City may require the Sub-

grantee to ensure that adequate arrangements have been made for the transfer of grant activities to another organization or to the City.

In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Sub-grantee under this Agreement shall be disposed of according to City directives.

Notwithstanding the above, the Sub-grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Sub-grantee and the City may withhold any reimbursement to the Sub-grantee for the purpose of set-off until such time as the exact amount of damages due the City from the Sub-grantee is agreed upon or otherwise determined.

This Agreement shall be null and void should categorical funding from the County be unavailable.

#### **16. Expenditures**

The Sub-grantee may incur costs only during the period set forth in paragraph one of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the contract period shall be liquidated within thirty days. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

No contract funds shall be expended except as identified in the Agreement.

#### **17. Modification**

This Agreement may be modified by mutual consent in writing. A modification to any section of this Agreement will not act as to modify the total Agreement.

#### **18. Labor Standards**

All laborers and mechanics employed by contractors and subcontractors in the construction, alteration or repair including painting and decorating of projects, buildings and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with Davis-Bacon Act, as amended (40 W.S.U. 276A 5).

#### **19. Discrimination in Employment Prohibited**

The Sub-grantee will not discriminate against any employee employed in the performance this Agreement, or against any applicant for employment because of race, creed, color or national origin. The Sub-grantee will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color or national origin. This requirement shall apply to but not be limited to the following: employment upgrading, demotion or transfers; recruitment advertising; layoff or termination;

rates of pay or other forms of compensation' and selection for training, including apprenticeship. In the event that the Sub-grantee signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the contractor shall include the equal-employment clause specified in Section 301 of Executive Order 10925, as amended.

## **20. Discrimination Prohibited**

No person in the United State shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contract will comply with the regulations that may be promulgated by NJADOH or pursuant to that Civil Rights Act of 1964 (43 C.F.R. Part 1010).

## **21. Political Activity Prohibited**

None of the funds, materials, property or services contributed by the City to the Sub-grantee under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

## **22. Compliance with Affirmative Action**

The Sub-grantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

## **23. Compliance with Affirmative Action Plan**

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and sealed the day and year first above written.

Attest:

City of Jersey City

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Robert J. Kakoleski, Business Administrator

Witness:

Sub-grantee

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Educational Arts Team, Inc. -- Program staff will provide substance abuse prevention and education programming that will included but not be limited to: workshops, seminars, trainings and drug-free alternative activities projected to decrease the probability of problem drinking while increasing public recognition for positive behavior (Annual Essay Contest with winners receiving a free week of Summer Camp). Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consultant	<u>\$40,000.00</u>	<u>                    </u>	<u>\$40,000.00</u>
Space Costs	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consumables	<u>                    </u>	<u>                    </u>	<u>                    </u>
Travel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Equipment Rent/ Lease	<u>                    </u>	<u>                    </u>	<u>                    </u>
Others (Specify)	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Totals</b>	<u>\$40,000.00</u>	<u>                    </u>	<u>\$40,000.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Philippine-American Friendship Committee, Inc. (PAF-COM) –  
Program staff will provide substance abuse prevention and education programming that will  
included but not be limited to: drug-free alternative activities (Basketball After-School Program,  
and Zumba Classes), and community education and awareness activities (Healthy Aging  
Program) to address the issue of problem drinking for the benefit of the Asian-American  
community and the residents of the City of Jersey City as a whole. Consultant shall perform for  
the City all the services as described in Application for Funding Municipal Alliances (Exhibit A).  
The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated  
herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	_____	_____	_____
Consultant	<u>\$35,000.00</u>	_____	<u>\$35,000.00</u>
Space Costs	_____	_____	_____
Consumables	_____	_____	_____
Travel	_____	_____	_____
Equipment Rent/ Lease	_____	_____	_____
Others (Specify)	_____	_____	_____
<b>Totals</b>	<u>\$35,000.00</u>	_____	<u>\$35,000.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Hudson Pride - Program staff will provide substance abuse prevention and education programming that will included but not be limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking for the benefit of the residents of the City of Jersey City. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	<u>\$18,000.00</u>		<u>\$18,000.00</u>
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
<b>Totals</b>	<u>\$18,000.00</u>		<u>\$18,000.00</u>



## ATTACHMENT A

**PROGRAM DESCRIPTION:** New Jersey City University – Peers Educating Peers Program -  
Program staff will provide substance abuse prevention and education programming that will  
included but not be limited to: drug-free alternative activities, workshops, professional didactic  
lectures and an information dissemination campaigns to address the issue of problem drinking for  
the benefit of the NJCU student population and the Jersey City community as a whole. Consultant  
shall perform for the City all the services as described in Application for Funding Municipal  
Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached  
hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	_____	_____	_____
Consultant	<u>\$35,000.00</u>	_____	<u>\$35,000.00</u>
Space Costs	_____	_____	_____
Consumables	_____	_____	_____
Travel	_____	_____	_____
Equipment Rent/ Lease	_____	_____	_____
Others (Specify)	_____	_____	_____
<b>Totals</b>	<u>\$35,000.00</u>	_____	<u>\$35,000.00</u>

**ATTACHMENT A**

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Community Prevention Program (CPE) – Program staff will provide substance abuse prevention and education programming; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking and parent workshops designed to educate parents on how to keep alcohol out of the hands of their youth. These services will target the reduction of youth alcohol use, specifically access to alcohol in the home. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

**PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	\$24,600.00		\$24,600.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
<b>Totals</b>	\$24,600.00		\$24,600.00

## ATTACHMENT A

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Professional Training Institute - Program staff will organize and implement a series of (12) didactic workshops on substance abuse prevention and education related topics for the benefit of the series participants. Topics will include but not be limited to: drug identification, family issues, signs and symptoms, legal aspects, and community resources and networking. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

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### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<hr/>	<hr/>	<hr/>
Consultant	<u>\$19,303.00</u>	<hr/>	<u>\$19,303.00</u>
Space Costs	<hr/>	<hr/>	<hr/>
Consumables	<hr/>	<hr/>	<hr/>
Travel	<hr/>	<hr/>	<hr/>
Equipment Rent/ Lease	<hr/>	<hr/>	<hr/>
Others (Specify)	<hr/>	<hr/>	<hr/>
<b>Totals</b>	<u>\$19,303.00</u>	<hr/>	<u>\$19,303.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Techniques for Alcohol Management System (TAMS) Training - Program staff will be provide substance abuse prevention and education programming, namely, (2) Techniques for Alcohol Management Systems (TAMS) trainings in the City of Jersey City. The trainings will be designed to educate alcohol licensees on properly checking ID, responsibly serving patrons, and other risk management tools that are utilized in the day-to-day operations of the business. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	_____	_____	_____
Consultant	<u>\$6,000.00</u>	_____	<u>\$6,000.00</u>
Space Costs	_____	_____	_____
Consumables	_____	_____	_____
Travel	_____	_____	_____
Equipment Rent/ Lease	_____	_____	_____
Others (Specify)	_____	_____	_____
<b>Totals</b>	<u>\$6,000.00</u>	_____	<u>\$6,000.00</u>

## **AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Jersey City, (hereinafter referred to as the "City") and \_\_\_\_\_ (hereinafter referred to as the "Sub-grantee").

### **WITNESSETH THAT:**

**WHEREAS**, The Hudson County Department of Health and Human Services (hereinafter referred to as the "County") awarded the City FY 2016 Municipal Alliance grant funding in the amount of \$213,903.00 to provide substance abuse prevention and education programs; and

**WHEREAS**, in accordance with the grant requirements, the City solicited competitive proposals for providing such programs; and

**WHEREAS**, in accordance with the terms and condition of the grant, the City is required to utilize the services of the contractors and agencies identified in the City's grant application; and

**WHEREAS**, the County approved the services described in the proposal submitted by the Sub-grantee to the City;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

#### **1. Term of Agreement**

This Agreement shall be effective as of the first day of July, 2015 and terminate on June 30, 2016.

#### **2. Work to be performed**

The Sub-grantee shall, in satisfactory manner as determined by the City perform those services outlined in the attached work plans and budget.

#### **3. Compliance with Approved Program**

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

#### **4. Communications**

The Sub-grantee will direct all communications concerning this Agreement to: Stacey Flanagan, Director, Department of Health and Human Services, 199-200 Summit Avenue, Jersey City, New Jersey 07306. The Sub-grantee has designated the following as the individual to whom all communications concerning this Agreement will be directed to:

Name of Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

### **5. Report, Records and Evaluations**

The Sub-grantee agrees to submit to the City, in a timely manner, such reports as may be required by the City, including the following:

- a. A quarterly program report shall be submitted to the City by the tenth working day after the end of each quarter.
- b. A fiscal monitoring report and back up documentation shall be submitted on a regular basis as required by the City. The format shall be determined by the City.
- c. The Sub-grantee will make available to the fiscal officer of the City all financial books, records, documents and files including payroll information as well as any other material deemed necessary by the City fiscal officer to satisfy any audit requirements of this program.
- d. The City may send a representative to evaluate the performance of the Sub-grantee under this contract at anytime. The Sub-grantee agrees to cooperate with any and all evaluations and to provide the City with any information, reports or data required.

### **6. Purchases**

All purchases and contracts in the amount of \$500.00 or more, not to exceed \$17,500.00, must be evidenced by three quotations which should be maintained on file in the Sub-grantee's office.

All purchases and contracts in the amount of \$17,500.00 and above, not to exceed \$36,000.00, must receive written approval from the City prior to making the actual purchase. Purchases in the amount of \$36,000.00 or more are not allowed.

All purchases of equipment must receive written approval from the City prior to making the actual purchase.

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The Sub-grantee must have a written letter of approval from the City prior to any modifications.

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If the required report is not submitted to the City within the specified time period, the City will make one (1) written request to the sub-grantee. If the report is not received within thirty (30) days of the letter, the City will not process any further requests for payment until the report is received and deemed satisfactory.

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Records that are the subject of any finding, concern, or issue raised by any federal agency or the City shall be retained for at least three years after final resolution of such matters with the Federal government and the City.

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- a) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations, under this Agreement, including compliance with the approved program, executive orders and the City directives as may become generally applicable at any time;
- b) Submission by the Sub-grantee to the City of reports that are incorrect or incomplete in any material respect;
- c) Suspension or termination by the County of the grant to the City under which this Agreement is made. If the Sub-grantee is unable or unwilling to comply with such additional conditions as may lawfully be applied by the City with regard to this grant, the Sub-grantee shall terminate the contract by giving reasonable written notice to the City signifying the effective date thereof. In such an event, the City may require the Sub-



grantee to ensure that adequate arrangements have been made for the transfer of grant activities to another organization or to the City.

In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Sub-grantee under this Agreement shall be disposed of according to City directives.

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No contract funds shall be expended except as identified in the Agreement.

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This Agreement may be modified by mutual consent in writing. A modification to any section of this Agreement will not act as to modify the total Agreement.

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rates of pay or other forms of compensation' and selection for training, including apprenticeship. In the event that the Sub-grantee signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the contractor shall include the equal-employment clause specified in Section 301 of Executive Order 10925, as amended.

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(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

**IN WITNESS WHEREOF**, the parties have caused this agreement to be duly signed and sealed the day and year first above written.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne, City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski, Business Administrator**

**Witness:**

**Sub-grantee**

\_\_\_\_\_  
**Name:**

**Title:**

\_\_\_\_\_  
**Name:**

**Title:**

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Educational Arts Team, Inc. – Program staff will provide substance abuse prevention and education programming that will included but not be limited to: workshops, seminars, trainings and drug-free alternative activities projected to decrease the probability of problem drinking while increasing public recognition for positive behavior (Annual Essay Contest with winners receiving a free week of Summer Camp). Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consultant	<u>\$40,000.00</u>	<u>                    </u>	<u>\$40,000.00</u>
Space Costs	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consumables	<u>                    </u>	<u>                    </u>	<u>                    </u>
Travel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Equipment Rent/ Lease	<u>                    </u>	<u>                    </u>	<u>                    </u>
Others (Specify)	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Totals</b>	<u>\$40,000.00</u>	<u>                    </u>	<u>\$40,000.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Philippine-American Friendship Committee, Inc. (PAF-COM) --  
Program staff will provide substance abuse prevention and education programming that will  
included but not be limited to: drug-free alternative activities (Basketball After-School Program,  
and Zumba Classes), and community education and awareness activities (Healthy Aging  
Program) to address the issue of problem drinking for the benefit of the Asian-American  
community and the residents of the City of Jersey City as a whole. Consultant shall perform for  
the City all the services as described in Application for Funding Municipal Alliances (Exhibit A).  
The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated  
herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consultant	<u>\$35,000.00</u>	<u>                    </u>	<u>\$35,000.00</u>
Space Costs	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consumables	<u>                    </u>	<u>                    </u>	<u>                    </u>
Travel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Equipment Rent/ Lease	<u>                    </u>	<u>                    </u>	<u>                    </u>
Others (Specify)	<u>                    </u>	<u>                    </u>	<u>                    </u>
Totals	<u>\$35,000.00</u>	<u>                    </u>	<u>\$35,000.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** Hudson Pride - Program staff will provide substance abuse prevention and education programming that will included but not be limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking for the benefit of the residents of the City of Jersey City. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

**PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	\$18,000.00		\$18,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
<b>Totals</b>	<b>\$18,000.00</b>		<b>\$18,000.00</b>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** New Jersey City University – Peers Educating Peers Program -  
Program staff will provide substance abuse prevention and education programming that will  
included but not be limited to: drug-free alternative activities, workshops, professional didactic  
lectures and an information dissemination campaigns to address the issue of problem drinking for  
the benefit of the NJCU student population and the Jersey City community as a whole. Consultant  
shall perform for the City all the services as described in Application for Funding Municipal  
Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached  
hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	\$35,000.00		\$35,000.00
Space Costs			
Consumables			
Travel			
Equipment Rent/ Lease			
Others (Specify)			
<b>Totals</b>	\$35,000.00		\$35,000.00

## ATTACHMENT A

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Community Prevention Program (CPE) – Program staff will provide substance abuse prevention and education programming; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking and parent workshops designed to educate parents on how to keep alcohol out of the hands of their youth. These services will target the reduction of youth alcohol use, specifically access to alcohol in the home. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

---

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<hr/>	<hr/>	<hr/>
Consultant	<u>\$24,600.00</u>	<hr/>	<u>\$24,600.00</u>
Space Costs	<hr/>	<hr/>	<hr/>
Consumables	<hr/>	<hr/>	<hr/>
Travel	<hr/>	<hr/>	<hr/>
Equipment Rent/ Lease	<hr/>	<hr/>	<hr/>
Others (Specify)	<hr/>	<hr/>	<hr/>
<b>Totals</b>	<u>\$24,600.00</u>	<hr/>	<u>\$24,600.00</u>



## ATTACHMENT A

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Professional Training Institute - Program staff will organize and implement a series of (12) didactic workshops on substance abuse prevention and education related topics for the benefit of the series participants. Topics will include but not be limited to: drug identification, family issues, signs and symptoms, legal aspects, and community resources and networking. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consultant	<u>\$19,303.00</u>	<u>                    </u>	<u>\$19,303.00</u>
Space Costs	<u>                    </u>	<u>                    </u>	<u>                    </u>
Consumables	<u>                    </u>	<u>                    </u>	<u>                    </u>
Travel	<u>                    </u>	<u>                    </u>	<u>                    </u>
Equipment Rent/ Lease	<u>                    </u>	<u>                    </u>	<u>                    </u>
Others (Specify)	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Totals</b>	<u>\$19,303.00</u>	<u>                    </u>	<u>\$19,303.00</u>

## ATTACHMENT A

**PROGRAM DESCRIPTION:** NCADD of Hudson County, Inc. – Techniques for Alcohol Management System (TAMS) Training - Program staff will be provide substance abuse prevention and education programming, namely, (2) Techniques for Alcohol Management Systems (TAMS) trainings in the City of Jersey City. The trainings will be designed to educate alcohol licensees on properly checking ID, responsibly serving patrons, and other risk management tools that are utilized in the day-to-day operations of the business. Consultant shall perform for the City all the services as described in Application for Funding Municipal Alliances (Exhibit A). The contract consists of this Agreement and Exhibit A which are attached hereto and incorporated herein by reference.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel	_____	_____	_____
Consultant	<u>\$6,000.00</u>	_____	<u>\$6,000.00</u>
Space Costs	_____	_____	_____
Consumables	_____	_____	_____
Travel	_____	_____	_____
Equipment Rent/ Lease	_____	_____	_____
Others (Specify)	_____	_____	_____
<b>Totals</b>	<u>\$6,000.00</u>	_____	<u>\$6,000.00</u>

## **DETERMINATION OF VALUE CERTIFICATION**

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
1. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).
3. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to provide (2) Techniques for Alcohol Management Systems (TAMS) trainings for the benefit of alcohol licensees of the City of Jersey City for the sum of \$6,000.00.
4. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.
5. The term of the contract is July 1, 2015 through June 30, 2016.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: \_\_\_\_\_

\_\_\_\_\_  
Stacey Flanagan, Director  
Department of Health and Human Services

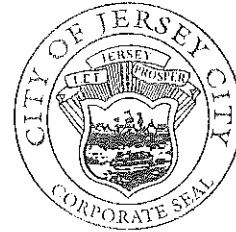
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.420

Agenda No. 10.P

Approved: JUN 10 2015

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

**WHEREAS**, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2015 to Dec 31, 2015) for the sum of Fifty-Six Thousand Five hundred (\$56,500) Dollars; and

**WHEREAS**, funds in the amount of Fifty-Six Thousand Five Hundred \$56,500.00 Dollars are available in the 2015 current permanent budget Account No.15-01-201-25-240-310; source of funds is from operating account.

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

**WHEREAS**, Robert Santilli Consulting has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Robert Santilli has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

## TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one (1) year contract (January 1, 2015 to December 31, 2015) is awarded to Robert Santilli Consulting in the amount of \$56,500.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2015 current year budget shall be subject to the appropriation of sufficient funds in the 2015 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.15- 01-201-25-240-310.

**Police Department**  
**Acct. No 15-01-201-25-240-310**

**PO# 117432** **Amount \$56,500.00**

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

**Project Manager**

Department/Division	Police /Fiscal	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtaczyk@njicops.oeg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services. The software was designed to tract and report Police overtime and purchasing records.

**Cost (Identify all sources and amounts)**

2015 OB \$56,500

**Contract term (include all proposed renewals)**

Jan 1, 2015 thru December 31, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/27/15  
Date

---

**Robert Santilli**  
**Consulting**

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (908) 403-3436

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**Statement of Work**  
**For**  
**Jersey City Police Department**  
**Contract Programming and Maintenance**

**Address: 8 Erie Street**  
**Jersey City, NJ 07302**  
**Contact: John Tkaczyk**

**January 29, 2015**

## **Scope of Work**

1) Maintenance, support and upgrades for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- Purchasing Database(Police Fiscal)
- Officer Salary Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Off Duty Application
- Municipal Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database
- East District Database

Programming, data recovery and data conversions. Maintenance and updates of master database tables associated with all applications. Management of end-user data permissions. Creation of new databases for all applications that are archived at the end of each year.

- 2) SQL Server backups, upgrades and data maintenance on all of the above software.
- 3) SQL data maintenance and support for the IAU data created by a different vendor.
- 4) Creation of a Help Desk Application.
- 5) Upgrades for Off-Duty and Salaries DB with additional reporting options.
- 6) Onsite biweekly (8 hours per day) general IT support totaling 208 hours per year.

**Total Contract Cost \$56,500**

**Any additional projects that not included in the above work will be handled under a separate contract.**



### **Performance of Services**

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY **must contact** Robert Santilli Consulting **to arrange for the scheduling of appointments** so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

### **Confidentiality**

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

### **Outside Contractors\Consultants**

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor\consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor\consultant.

**This Agreement shall be effective for a period of twelve (12) months starting January 1, 2015 and ending December 31<sup>st</sup> 2015.**

\_\_\_\_\_  
Robert Santilli

\_\_\_\_\_  
Date

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**  
**FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

**Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

ROBERT SANTILLI

Representative's Signature:

Robert Santilli

Name of Company:

ROBERT SANTILLI

Tel. No.: 732-885-93

Date: 2/13/15

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: ROBERT A. SANTILLI  
Representative's Signature: Robert Santilli  
Name of Company: ROBERT SANTILLI CONSULTING  
Tel. No.: 732-895-9376 Date: 7/13/15

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ROBERT SANTILLI CONSULTING  
Address: 18 NICES AVE, MIDDLETOWN, NJ 07748  
Telephone No.: 732-895-  
Contact Name: ROBERT SANTILLI

Please check applicable category:

☐ Minority Owned Business (MBB)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	ROBERT SANTILLI CONSULTING		
Address:	18 NILES AVE		
City:	MIDDLETOWN	State:	NJ
		Zip:	07748

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

ROBERT SANTILL  
Printed Name

OWNER  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ROBERT SMITH CONSULTING

SIGNATURE: [Signature] DATE: 2/15/15

PRINT NAME: ROBERT SMITH TITLE: OWNER

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & BEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & BEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ROBERT SANTILLI

Representative's Signature: Robert Santilli

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 732-599-9376 Date: 2/8/15

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific  
Instructions on page 2.

Name <b>ROBERT T. SANTILLI</b>	
Business name, if different from above <b>ROBERT SANTILLI CONSULTING</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>18 HILLES AVE</b>	
City, state, and ZIP code <b>MIDDLETOWN, NJ 07748</b>	
List account number(s) here (optional)	
Requester's name and address (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Robert Santilli Date ▶ 2/13/15

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☒ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI CONSULTING

Signed: [Signature] Title: OWNER

Print Name: ROBERT SANTILLI Date: 2/13/15

Subscribed and sworn before me this 11 day of Feb, 2015

My Commission expires: NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires July 28, 2016

[Signature]  
 (Affiant)  
IRENE TOMMAYRGE  
 (Print name & title of affiant) (Corporate Seal)

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership



Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 18 day of Feb, 2015

(Notary Public)

My Commission expires: **NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires July 28, 2016

*Irene Tomalavage*  
(Affiant)

**IRENE TOMALAVAGE**  
(Print name & title of affiant)

(Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI CONSULTING

Signed: Robert Santilli Title: OWNER

Print Name: ROBERT SANTILLI Date: 2/13/15

Subscribed and sworn before me  
this 18 day of Feb, 2015.  
My Commission expires:  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 28, 2016

Irene Comalavage  
(Affiant)  
IRENE COMALAVAGE  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# **PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

## **STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE :

TITLE:

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 20, 2016  
MY COMMISSION EXPIRES: 20.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am ROBERT SANTILLI  
of the firm of ROBERT SANTILLI CONSULTING

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent)

Robert Santilli

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

18th of February OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 28, 2016  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20..

Irene Tomalavage  
IRENE TOMALAVAGE

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

SANTILLI, ROBERT

ADDRESS:

18 NILES AVENUE  
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

09/01/00

TRADE NAME:

ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:

1257235

ISSUANCE DATE:

08/11/06

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

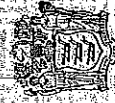



Certification 44451

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2010 to 15-MAR-2017

**ROBERT SANTILLI CONSULTING  
18 NILES AVENUE  
MIDDLETOWN NJ 07748**



  
**Andrew P. Sidamon-Einstoff  
Acting State Treasurer**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.421

Agenda No. 10.Q

Approved: JUN 10 2015



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR AIR BRAKE AND EQUIPMENT TO PROVIDE AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, automotive parts are needed for the City of Jersey City's ( City ) fleet of heavy duty vehicles; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State contract and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

**WHEREAS**, Air Brake and Equipment, 225 Route 22 West, Hillside, New Jersey 07205, being in possession of State contract A 73722 submitted a proposal for automotive parts for heavy duty equipment; and

**WHEREAS**, the term of the contract shall be for seven (7) months effective as of June 1, 2015 and the total cost of the contract shall not exceed **one hundred thousand dollars (\$100,000.00)**; and

**WHEREAS**, funds in the amount of **ten thousand dollars (\$10,000.00)** are available in Automotive Operating Account No. 15-01-201-26-315-310.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) A contract is awarded to Air Brake and Equipment to provide automotive parts for heavy duty equipment;
- 2) The contract term is for seven (7) months effective as June 1, 2015, and the maximum amount of the contract shall not exceed **\$100,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget;
- 5) Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1et seq; and

(Continued on page 2)

City Clerk File No. Res. 15.421Agenda No. 10.QTITLE: JUN 10 2015

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
AIR BRAKE AND EQUIPMENT TO PROVIDE AUTOMOTIVE PARTS  
FOR HEAVY DUTY VEHICLES, PURSUANT TO STATE CONTRACT  
FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT  
OF PUBLIC WORKS**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that  
funds in the amount of \$10,000.00 are available in Account No. 15-01-201-26-315-310.

**Requisition #**  
0170364

**Purchase Order #**  
117278

**State Contract #**  
A73722

MR/sb  
May 28, 2015

APPROVED: Mark Redfield  
Mark Redfield, Director, Department of Public Works

APPROVED: S. LOMAX  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AIR BRAKE AND EQUIPMENT TO PROVIDE AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS****Project Manager**

Department/Division	Public Works	Automotive
Name/Title	Hector Ortiz	Asst. DPW Director / Automotive Dir.
Phone/email	201-547-4422	ortizh@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**The purpose of this resolution is to:**

- ✦ Automotive parts are needed for the City's fleet of vehicles
- ✦ Current fleet is about 1,000 vehicles
- ✦ For about 75 different parts such as adjuster, bearings, cylinders, cable assembly, lining kit, various pumps, brake drums, calipers, belts, hoses, etc.
- ✦ State Contract vendor

**Cost (Identify all sources and amounts)**

Operating Account: 01-201-26-315-310

Contract Amount = \$100,000.00

**Contract term (include all proposed renewals)**

June 01, 2015 to December 31, 2015

**Type of award**

State Contract

**If "Other Exception", enter type****Additional Information**

✦ State Contract # A 73722

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/28/15  
Date

Signature of Purchasing Director

Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803




MARK REDFIELD  
DIRECTOR

## MEMORANDUM

**Date:** May 28, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2015 Budget Memo (State Contract for Automotive heavy duty parts)

There exists a need for Automotive Parts for heavy duty vehicles. Air Brake and Equipment possesses state contract (A73722).

The total of this contract will not exceed \$100,000.00. The duration of the contract is from 06/01/15 to 12/31/15. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

### CONTRACT FUNDING (2015)

- ❖ Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$1,950,000.00 in CY 2015 (various contracts).
- ❖ As of today (05/28/15), \$927,380.07 is encumbered and expended in object 310.
- ❖ Temporary budget amount for 310 is \$974,900.00, ending balance is \$47,519.93.
- ❖ DPW spent about \$180,000.00 in 2014 for heavy duty parts.

The resolution is encumbering \$10,000.00 for now since we are in a temporary budget. As the year progresses and if the City needs more than \$10,000.00 worth of automotive heavy duty parts, additional funds are then encumbered through a change order under the authority of the contract award resolution.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search 

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## TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
<a href="#">T2085_09-X-39895</a>	AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	AIR BRAKE & EQUIPMENT	73722
<a href="#">T2108_09-X-20137</a>	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	AIR BRAKE & EQUIPMENT	73487
TOP			

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<b>Vendor Name &amp; Address:</b>	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
<b>Contact Person:</b>	WILLIAM WHITE
<b>Contact Phone:</b>	973-926-0166
<b>Order Fax:</b>	973-926-3110
<b>Contract#:</b>	73722
<b>Expiration Date:</b>	07/15/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	2 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

Vendor: AIR BRAKE & EQUIPMENT		Contract Number: 73722			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 060-66-075194 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: ARVIN/MERITOR  CONTRACT TYPE - REGION SERVED ----- SECONDARY: CENTRAL  PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075211 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: MIDLAND  CONTRACT TYPE - REGION SERVED ----- PRIMARY: CENTRAL SECONDARY: NORTH  PRICE LIST #: L49000 DATE: 07/01/08 TYPE: LIST	1.000	LOT	36.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 060-66-075222 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: ROCKWELL  DELIVERY: 2 DAYS ARO CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL  PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 060-66-075224 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: STEMCO  CONTRACT TYPE - REGION SERVED ----- SECONDARY: CENTRAL  PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-075225 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] 	1.000	LOT	69.00%	N/A



PRIMARY: NORTH & CENTRAL				
PRICE LIST #: 440				
DATE: 09/22/08				
TYPE: LIST				

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.422  
Agenda No. 10.R  
Approved: JUN 10 2015  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR JANET MOORE (CUNEO PLACE) PARK - IMPROVEMENTS, PROJECT NO. 2013-025 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**COUNCIL  
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Janet Moore (Cuneo Place) Park - Improvements, Project No. 2013-025** for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **(2) Bids**, the lowest responsible bid being that from **Adamo Brothers Construction, 1033 Alexander Avenue, Ridgfield, NJ 07657**, in the total bid amount of **Two Hundred Twenty Nine Thousand, Four Hundred Fifty Seven (\$229,457.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Two Hundred Twenty Nine Thousand, Four Hundred Fifty Seven (\$229,457.00) Dollars** are available in **Capital Acct #04-215-55-896-990**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #		Amount
04-215-55-896-990	117289	Total Contract	\$229,457.00
04-215-55-896-990	117290	Contingency	\$34,418.55
		Total Encumbrance	\$263,875.55

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Adamo Brothers Construction**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 15.422Agenda No. 10.R JUN 10 2015

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR JANET MOORE (CUNEO PLACE) PARK - IMPROVEMENTS, PROJECT NO. 2013-025 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #	Amount
04-215-55-896-990	117289	Total Contract \$229,457.00
04-215-55-896-990	117290	Contingency \$34,418.55
		Total Encumbrance \$263,875.55

Approved by P. Folgado  
Peter Folgado, Director of Purchasing, QPA

PF/pc  
6/1/15

APPROVED: J. ConradoAPPROVED: ABST.  
Business Administrator

APPROVED AS TO LEGAL FORM

J. Conrado  
Corporation CounselCertification Required ☒Not Required ☐APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of CouncilRobert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR JANET MOORE (CUNEO PLACE) PARK - IMPROVEMENTS, PROJECT NO. 2013-025 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

There exist a need for site improvements at Janet Moore (Cuneo Place) Park. Bids were received on May 14, 2015 at the Division of Purchasing. Two (2) Bids were received.

Adamo Brothers Construction	\$229,457.00
Rich Picerno Builders, LLC	\$263,092.00

**Cost (Identify all sources and amounts)****General Parks Account**

04-215-55-896-990 \$229,457.00  
04-215-55-896-990 \$ 34,418.55 (15% Contingency)

**Contract term (include all proposed renewals)**

Approximately 4 months after contract award

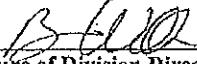
Type of award **Public Bid Award**

If "Other Exception", enter type

**Additional Information**

This project will be partial reimbursed by Green Acres. The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

5.29.15  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

**DATE** : May 29, 2015  
**TO** : Peter Folgado, Purchasing Director  
**FROM** : Robert Kakoleski, Business Administrator  
**SUBJECT** : Janet Moore (Cuneo Place) Park - Improvements  
Project No. 2013-025  
Re: Contract Award

Please be advised, after careful and through review of the bids, I recommend that the contract be awarded to:

Adamo Brothers Construction  
1033 Alexander Avenue  
Ridgefield, New Jersey 07657

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the June 10, 2015 Council Meeting.

Req. 0169909	04-215-55-896-990	\$ 229,457.00
Req. 0169910	04-215-55-896-990	<u>\$ 34,418.55</u> (15% Contingency)
		\$ 263,875.55

If you have any questions, please do not hesitate to call.

ab  
Attachments

c: Brian F. Weller, Director, Division of AET&T  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE** : May 29, 2015

**TO** : Robert Kakoleski, Business Administrator

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

**SUBJECT** : Janet Moore (Cuneo Place) Park - Improvements  
Project No. 2013-025

We have reviewed the bids received on May 14, 2015 at the Division of Purchasing at 11:00 a.m. and recommend award to the low bidder, Adamo Brothers Construction, Inc., 1033 Alexander Avenue, Ridgefield, New Jersey 07657.

Adamo Brothers Construction, Inc.	\$229,457.00
Rich Picerno Builders, LLC	\$263,092.00

The project is funded by Capital Parks Improvements, please encumber as follows:

Req. 0169909	04-215-55-896-990	\$229,457.00
Req. 0169910	04-215-55-896-990	\$ 34,418.55 (15% Contingency)
		\$263,875.55

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab  
Attachments

c: Peter Folgado, Purchasing Director  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**ROBERT KAKOLESKI**  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE** : May 29, 2015

**TO** : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

**FROM** : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation

**SUBJECT** : Janet Moore (Cuneo Place) Park - Improvements  
Project No. 2013-025

Attached for your consideration is the Resolution authorizing the award of a contract to Adamo Brothers Construction for the Janet Moore (Cuneo Place) Park - Improvements Project. The work consists of the following:

- \* Removal and disposal of existing site improvements, as designated on the drawings, that include but are not necessarily limited to; concrete sidewalk, curbing, play structures, footings, rubber safety surfacing, fencing and designated trees.
- \* Earthwork.
- \* Installation of new playground equipment.
- \* Installation of new site furnishings (benches, trash cans, etc.) as specified or as shown on the drawings.
- \* Installation of new curbing and flatwork including concrete surfaces as designated and specified.
- \* Preparation and installation of specified site landscaping items.
- \* Acquisition of all necessary permit(s) from various agencies having authority.

If you need any additional information, please do not hesitate to call.

ab

# **Adamo Brothers Construction, Inc.**

1033 Alexander Ave.  
Ridgefield, NJ 07657

Tel: 201-945-0064  
Fax: 201-945-0818

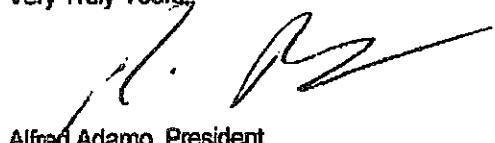
June 1, 2015

Re: Janet Moore (Cuneo Place) Park-Playground Renovation

Dear Ms. Tosado,

In reference to our bid proposal for Janet Moore Park-Playground Reno, we are writing this letter to confirm that on Page 3 of the bid proposal, Item #2 unit price should read \$1,000, not \$100 and that the total cost for Item #2 should remain as is at \$5,000.

Very Truly Yours,



Alfred Adamo, President  
Adamo Brothers Construction, Inc.



BID PROPOSAL  
Continued

TOTAL BASE BID PRICE

**Base Bid:** The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

two hundred seven four hundred fifty seven  
(In Writing)

\$ 207,457

(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforeseen excavation and replacement with engineered fill in accordance with Section 02300 - Earthwork

10 C.Y. @ \$ 100 Per C.Y. for a Total Cost of \$ 1000  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ One hundred  
(Write Unit Price)

Per C.Y. for a Total Cost of: One thousand  
(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 02300 - Earthwork. Removal shall be based on line drilling method.

5 C.Y. @ \$ 100 Per C.Y. for a Total Cost of \$ 5000  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

5 C.Y. @ One hundred  
(Write Unit Price)

Per C.Y. for a Total Cost of: five thousand  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
(Continued)  
PROJECT NO. 2013-025

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** (Base Bid Plus Total Cost for Items Nos. 1 and 2)

two hundred thirteen four hundred fifty seven  
(In Figures)

₱ 213,457  
(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

BID PROPOSAL  
Continued

**SCHEDULE OF PRICES**  
**(FOR ALTERNATES)**

**ALTERNATES:**

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

**ALTERNATE #A:**

(Add ☒ or Deduct ☐) please indicate with a check mark.

**ALTERNATE #A: 5' ORNAMENTAL STEEL FENCE**

Under this Alternate: The bidder agrees to remove existing ornamental fence and chain link fence fabric, cut flush line posts and grout fill void, sawcut 12" of existing curb at gate posts for post removal including footings in their entirety, clear and grub of non native invasive vines and weed plants (as directed) along fenceline. Core drill existing curb for new fence posts (equally spaced between previously removed posts) and install approximately 140 linear feet of 5' ornamental steel fence with one (1) 5' wide gate and two (2) 6' wide swing gates in existing concrete curb and with gate posts in new full depth footings.

\$ 16,000  
(Alternate #A - In Figures)

Sixteen thousand  
(Alternate #A - In Writing)

**Additional calendar days added to the contract time period: 15 Days**

**TOTAL PRICE FOR GRAND TOTAL BASE BID PLUS ALTERNATE A**

\$ 229,457<sup>00</sup>  
(Price in Figures)

two hundred twenty nine, four hundred fifty seven and  
(Price in Words, Dollars and Cents)  
zero cents

\*NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Perry City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Alfred Adams, Pres

Representative's Signature: [Signature]

Name of Company: Nacuru Brothers Construction

Tel. No.: 204450064

Date: 5/12/15

**Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Adamo Brothers Construction  
Address : 1033 Alexander Ave Ridgefield NJ 07627  
Telephone No. : 201 941 0064  
Contact Name: M. Adamo

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions:**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY**

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City

Department of Administration

Office of Equal Opportunity/Affirmative Action

Project:

West Marsh Park Playground # 2013-025

Contractor:

Adams Brothers Bid Amt. \$                     

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Fencing	12,000			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

2013-025

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Fencing	Barca Fence	12,000			✓
	514 River Dr. Carle Place NY				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We try to hire local subs & at least 25% of the time hire minority/women owned vendors.

Name of Contractor

Adamo Brothers Construction

By: Signature

Type or print name/title:

Alfred Adamo

Telephone No:

2019450064

Date

5/12/15

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

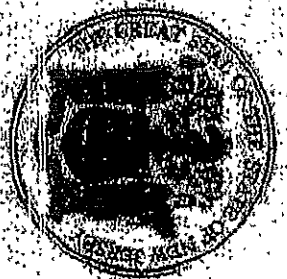
By: \_\_\_\_\_

Date: \_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY COPY

Certificate Number  
616439

Registration Date 07/17/2013  
Expiration Date 07/16/2015



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-35.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Adams Electric, Inc.  
**2013**

Responsible Representative(s):

Alfred Abruzzo, President

John Adams, Vice President

Responsible Representative(s):

*Harold J. Adams*

Harold J. Adams, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** ADAMO BROTHERS CONSTRUCTION, INC.**Trade Name:****Address:** 1033 ALEXANDER AVE  
RIDGEFIELD, NJ 07657-1501**Certificate Number:** 0612212**Effective Date:** August 19, 1993**Date of Issuance:** January 26, 2015**For Office Use Only:**

20150126110639069



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0612212 FOR ADAMO BROTHERS CONSTRUCTION, INC. IS  
VALID.

VERIFIED  
PC

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.423  
Agenda No. 10.S  
Approved: JUN 10 2015  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT, PROJECT NO. 2013-029 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**COUNCIL  
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Vernator Watson Park - Playground Replacement, Project No. 2013-029** for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **(3) Bids**, the lowest responsible bid being that from **Adamo Brothers Construction, 1033 Alexander Avenue, Ridgefield, NJ 07657**, in the total bid amount of **One Hundred Eighty One Thousand, Six Hundred (\$181,600.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **One Hundred Eighty One Thousand, Six Hundred (\$181,600.00) Dollars** are available in **Capital Acct #04-215-55-896-990**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #		Amount
04-215-55-896-990	117287	Total Contract	\$181,600.00
04-215-55-896-990	117288	Contingency	\$27,240.00
		Total Encumbrance	\$208,840.00

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Adamo Brothers Construction**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. and be it further

(Continued on page 2)

City Clerk File No. Res. 15.423Agenda No. 10.5 JUN 10 2015

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT, PROJECT NO. 2013-029 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #	Amount
04-215-55-896-990	117287	Total Contract \$181,600.00
04-215-55-896-990	117288	Contingency \$27,240.00
		Total Encumbrance \$208,840.00

Approved by P. Volgado for: Peter Volgado, Director of Purchasing, QPA

PF/pc  
6/1/15

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR VERNATOR WATSON PARK -- PLAYGROUND REPLACEMENT, PROJECT NO. 2013-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcny.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

There exist a need to replace the play structure at Vernator Watson Park. Bids were received on May 7, 2015 at the Division of Purchasing. Three (3) Bids were received.

Adamo Brothers Construction	\$181,600.00
Rich Picerno Builders, LLC	\$213,546.00
Practical LLC	\$257,000.00

**Cost (Identify all sources and amounts)****General Parks Account**

04-215-55-896-990 \$181,600.00  
04-215-55-896-990 \$ 27,240.00 (15% Contingency)

**Contract term (include all proposed renewals)**

Approximately 3 months after contract award

Type of award

If "Other Exception", enter type

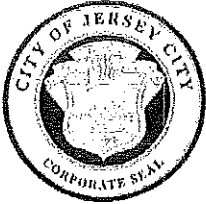
**Additional Information**

This project will be partial reimbursed by Green Acres. The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

6.1.15  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

DATE : May 29, 2015  
TO : Peter Folgado, Purchasing Director  
FROM : Robert Kakoleski, Business Administrator  
SUBJECT : Vernator Watson Park - Playground Replacement  
Project No. 2013-029  
Re: Contract Award

Please be advised, after careful and through review of the bids, I recommend that the contract be awarded to:

Adamo Brothers Construction  
1033 Alexander Avenue  
Ridgefield, New Jersey 07657

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **June 10, 2015 Council Meeting**.

Req. 0169864	04-215-55-896-990	\$ 181,600.00
Req. 0169865	04-215-55-896-990	<u>\$ 27,240.00</u> (15% Contingency)
		\$ 208,840.00

If you have any questions, please do not hesitate to call.

ab  
Attachments

c: Brian F. Weller, Director, Division of AET&T  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE** : June 1, 2015

**TO** : Robert Kakoleski, Business Administrator

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation *BFW*

**SUBJECT** : Vernator Watson Park - Playground Replacement  
Project No. 2013-029

We have reviewed the bids received on May 7, 2015 at the Division of Purchasing at 11:00 a.m. and recommend award to the low bidder, Adamo Brothers Construction, Inc., 1033 Alexander Avenue, Ridgefield, New Jersey 07657.

Adamo Brothers Construction, Inc.	\$181,600.00
Rich Picerno Builders, LLC	\$213,546.00
Practical LLC Construction	\$257,000.00

The project is funded by Capital Parks Improvements, please encumber as follows:

Req. 0169864	04-215-55-896-990	\$181,600.00
Req. 0169865	04-215-55-896-990	<u>\$ 27,240.00</u> (15% Contingency)
		\$208,840.00

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab  
Attachments

c: Peter Folgado, Purchasing Director  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 29, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation *BFW*

SUBJECT : Vernator Watson Park - Playground Replacement  
Project No. 2013-029

Attached for your consideration is the Resolution authorizing the award of a contract to Adamo Brothers Construction for the Vernator Watson Park - Playground Replacement Project. The work consists of the following:

- \* Removal and disposal of existing playground, as designated on the drawings, that include but are not necessarily limited to; play structures, footings, rubber safety surfacing and designated trees pruning debris.
- \* Installation of new playground equipment.
- \* Installation of new safety surfacing.
- \* Installation of new litter receptacles.
- \* Tree pruning to thin canopy and improve visibility into park.

If you need any additional information, please do not hesitate to call.

ab



BID PROPOSAL  
Continued

TOTAL BASE BID PRICE

**Base Bid:** The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

One hundred seventy three thousand Six hundred  
(In Writing)

\$173,600  
(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforeseen excavation and replacement with engineered fill in accordance with Section 02300 - Earthwork

10 C.Y. @ \$ 100 Per C.Y. for a Total Cost of \$ 1000  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ One hundred  
(Write Unit Price)

Per C.Y. for a Total Cost of: One thousand  
(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 02300 - Earthwork. Removal shall be based on line drilling method.

10 C.Y. @ \$ 700 Per C.Y. for a Total Cost of \$ 7000  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

10 C.Y. @ Seven hundred  
(Write Unit Price)

Per C.Y. for a Total Cost of: Seven thousand  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
(Continued)  
PROJECT NO. 2013-029

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** (Base Bid Plus Total Cost for Items Nos. 1 and 2)

\$ 181,600

(In Figures)

One hundred Eighty One thousand Six hundred

(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ADAMO BROTHERS CONSTRUCTION, INC.

**Trade Name:**

**Address:** 1033 ALEXANDER AVE  
RIDGEFIELD, NJ 07657-1501

**Certificate Number:** 0612212

**Effective Date:** August 19, 1993

**Date of Issuance:** January 26, 2015

**For Office Use Only:**

20150126110639069



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0612212 FOR ADAMO BROTHERS CONSTRUCTION, INC. IS  
VALID.

VERIFIED  
PC

Certificate Number  
616430

Registration Date 07/17/2013  
Expiration Date 07/16/2015



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-36.43, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Adams Builders Construction, Inc.

Responsible Representative(s):  
Alfred Adams, President

John Adams, Vice-President

Responsible Representative(s):

*Harold J. Adams*

Harold J. Adams, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development

**EXHIBIT B (4 of 4)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Alfred Adams, Pres  
Adams Brothers Const Tel. No.: 2019450664 Date: 5/7/15

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Alfred Adamo

Representative's Signature: [Signature]

Name of Company: Adamo Brothers Construction

Tel. No.: 201-945-0064

Date: 20 5/7/15

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Adame Brothers Construction  
Address : 1033 Alexander Ave. Ridgefield NJ 07657  
Telephone No. : 201 945 0064  
Contact Name: Al Adame

Please check applicable category :

☐ Minority Owned Business (MBE)

☒ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☐ Neither

#### Definitions:

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Vernon/Clinton Park # 2013-029  
Contractor: Adams Brothers Const. Bid Amt. \$ 181,600

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
<u>flooring</u>	<u>\$3150</u>			<input checked="" type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project

2013-029

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Fencing	Barra Fence 54 River Dr. Carlefield NJ				✓

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?  
 We try to hire local subcontractors and at least 25% of the time hire minority/women owned vendors

Name of Contractor

By: Signature

Type or print name/title:

Telephone No:

Date:

For City Use:

Acceptable M/W Business Participation levels for this Project:

By

Date:

PURCHASING COPY

# Resolution of the City of Jersey City, N.J.

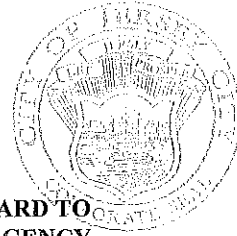
City Clerk File No. Res. 15.424

Agenda No. 10.T

Approved: JUN 10 2015

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LANDOVER COOLING TOWER IN CONNECTION WITH EMERGENCY COOLING TOWER REPAIRS AT MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**



## **COUNCIL RESOLUTION:**

## **OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, on April 2, 2015, the Division of Architecture, Engineering, Traffic and Transportation notified John McGrath, Director of Buildings and Street Maintenance to investigate an area of concern regarding the cooling tower; and

**WHEREAS**, it was discovered that the entire coil section of the cooling tower needed to be replaced; and

**WHEREAS**, the aforementioned situation endangered the welfare and safety of the building occupants; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 may be awarded without complying with the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, because of the aforementioned emergency, time did not permit the formal advertisement for and reception of bids for the necessary repairs; and

**WHEREAS**, in order to properly remove these coils, three proposals were received to perform these services; and

**WHEREAS**, the Division of Buildings and Street Maintenance received three (3) proposals for the above-mentioned work:

Landover Cooling Tower	\$44,320.00
EMC	\$44,850.00
Brian Trematore Plumbing	\$108,631.00

**WHEREAS**, Landover Cooling Tower, 177 Mill Lane, Mountainside, New Jersey 07092, possessed the necessary qualifications to undertake this project; and

**WHEREAS**, these funds are available for this expenditure from DPW / JCIA Capital Account:

### **Department of Administration, Division of Architecture, Engineering, Traffic and Trans.**

Account No. 04-215-55-886-990      P.O. # 117203      \$44,320.00

City Clerk File No. Res. 15.424Agenda No. 10.T JUN 10 2015

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LANDOVER COOLING TOWER IN CONNECTION WITH EMERGENCY COOLING TOWER REPAIRS AT MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Landover Cooling Tower, 177 Mill Lane, Mountainside, New Jersey 07092 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to is hereby ratified;
2. The total cost of the emergency contract is \$44,320.00;
3. The Business Administrator shall reduce in writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
5. The Purchasing Agent and the Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**PO # 117203**

MR/sb  
May 26, 2015

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**CERTIFICATION OF MARK REDFIELD**

I, Mark Redfield, of full age, hereby certifies as follows:

1. On or about April 2, 2015, the Division of Buildings and Street was notified the cooling tower is not working and needs to be replaced.
2. There is a need for emergency cooling tower coil replacement located at the Municipal Services Complex at 13-15 Linden Avenue.
3. The aforementioned situation endangered the health, welfare and safety of the building occupants.
4. Further examination by Director Redfield and Mr. John McGrath, Director of Buildings and Street, revealed that this replacement must be done immediately.
5. As Director of the Department of Public Works, I inspected the location and determined that it is very dangerous and must be fixed.
6. Landover Cooling Tower Service submitted a proposal for \$44,320.00 to replace the cooling tower coil. The company will furnish labor and materials for the above mentioned building.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Landover Cooling Tower Service to provide the necessary repairs and replacement without further delay.
8. The total funds requested for this purpose is not to exceed \$44,320.00.
9. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
10. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize Landover Cooling to perform the necessary repairs and replacement without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience

Dated: \_\_\_\_\_

5-18-15

  
Mark Redfield

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LANDOVER COOLING TOWER IN CONNECTION WITH EMERGENCY COOLING TOWER REPAIRS AT MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.**

### **Project Manager**

Department/Division	Administration	Architecture, Engineering and Traffic Transportation
Name/Title	Brian Weller	Director
Phone/email	201-547-4625	<a href="mailto:bweller@jcnj.org">bweller@jcnj.org</a>

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

The purpose of this resolution is to:

- ✦ Replace the entire coil section of the cooling tower
- ✦ For the Municipal Services Complex
- ✦ Removed piping and electrical from upper section
- ✦ Used crane to install new coil, etc

### **Cost (Identify all sources and amounts)**

04-215-55-886-990 (DPW/JCIA PROJECT  
Capital Account)  
Amount = \$44,320.00

### **Contract term (include all proposed renewals)**

This is a one (1) time project.

### **Type of award**

Non -Fair and Open

If "Other Exception", enter type

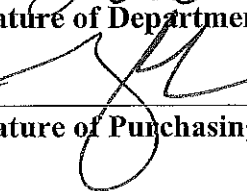
### **Additional Information**

#### ***Three proposals received:***

- Landover Cooling Tower for \$44,320.00
- EMC for \$44,850.00
- Brian Trematore Plumbing for \$108,631.00

  
Signature of Department Director

5.29.15  
Date

  
Signature of Purchasing Director

6/8/15  
Date

# LANDOVER COOLING TOWER SERVICE

177 MILL LANE, MOUNTAINSIDE NJ 07092  
Office 908 654-8754 Fax 908 789-9347

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April 23, 2015

Department of Public Works  
East Linden Ave.  
Jersey City, NJ. 07306

Attention: John McGrath Director.

RE: Cooling Tower Coil Replacement

We are pleased to submit the following quotation for your consideration.

We propose to supply labor, equipment and material to perform the following work.

Replace Coil Section of Cooling Tower

1. Remove piping and electrical from upper section of cooling tower.
2. Remove end panel where coil header piping penetrations are present.
3. Rig upper section of cooling tower to ground to gain access to coil section.
4. Rig coil section from inside the tower to the ground using a crane.
5. Furnish, receive, store, and truck to building, new coil section from Evapco.
6. Using crane, install new coil in to existing cooling tower.
7. Fasten as per Evapco specifications.
8. Rig upper section of tower back into place.
9. Re-connect existing piping and electrical components that were removed.
10. Test for leaks.

**Price: \$ 41,450.00 + tax if applicable.**

**Add: \$ 2,870.00 plus tax, for the crane and rigging work to be performed on overtime.**

- Price is based on all work being done on normal hours.
- Above pricing was figured using prevailing wage rates.
- Permit costs and police personnel standby costs are the responsibility of others.
- Lead - time is 4 weeks from receipt of written order.

If further information is needed, please call.

Regards,

Rich Londino  
Vice President

**EMC INC.**  
**908-769-4004**  
**EDISON MECHANICAL CONTRACTORS**  
**P.O. BOX 4142 METUCHEN, NJ 08840**  
**FAX: 908-769-4022**

**PROPOSAL**

May 12, 2015

D.P.W. Jersey City East Linden Ave. Jersey City, NJ 07306	PROJECT: DPW Jersey City  ENGINEER: John McGrath / Marty Valenti
---	--

*We hereby submit specifications & estimates for:*

1. Disconnect piping and electric from upper section of tower.
2. Rig upper section of tower down to ground.
3. Remove coil now that it's exposed and rig down.
4. Supply and install new coil from Evapco.
5. Rig upper section of tower back into place and re-secure.
6. Reconnect piping and electric.
7. EMC to supply crane for rigging.
8. All work figured on straight time at prevailing wage.

**PRICE . . . . . \$44,850.00**

- \* This price does not include sales tax.
- \* Job to be done non-Union.
- \* Any additional work performed that is not included in this quote will be considered extra and charged at \$110.00 per man hour.
- \* Any delay time beyond the contractor's control will be charged at \$110.00 per man hour.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



# Brian Trematore Plumbing & Heating, Inc.



5 Daniel Road East  
Fairfield, NJ 07004

Phone: 973-227-8330  
Fax: 973-227-7066

[www.trematore.com](http://www.trematore.com)

New Jersey Master's Plumbing License # 36B100692200  
New Jersey Master HVACR Contractor License #19HC00079100  
New Jersey Plumbing Inspector, HHS #008684  
New Jersey Construction Official #008684  
New Jersey Building Inspector #008684  
New Jersey Plumbing Subcode Official #008684  
New Jersey Home Improvement #13VH03849800  
New Jersey Dept of Labor cert. #69465  
Delaware Plumbing License # PL-0002146  
Westchester County, NY Plumbing License # 957

Alabama Plumbing License # 00903  
Alabama Gas Fitter License # 00557  
California Plumbing License #956501  
Connecticut Plumbing License # PLM-0277678-P1  
Florida Plumbing License # CFC1425854  
Maryland Plumbing / Gas Fitter License# 78655  
North Carolina Plumbing License # 28898  
Pennsylvania Plumbing License #001284  
Virginia Plumbing License # 2710030164

ESTIMATE DEPARTMENT

MAY 18, 2015  
#5753H

## PROPOSAL FOR COOLING TOWER COIL REPLACEMENT For Jersey City Municipal Building

### COOLING TOWER COIL REPLACEMENT WORK PROPOSAL:

Under this Proposal Brian Trematore Plumbing & Heating, Inc. (BTPH) will provide all necessary labor, material, equipment, tools, scaffolds, etc. for the Cooling Tower Coil Replacement section of this Project as indicated in the scope of work below.

### COOLING TOWER COIL REPLACEMENT PROPOSAL MAJOR SCOPE ITEMS AS FOLLOWS:

1. Extract electrical and piping from uppermost section of cooling tower
2. Extract end panel i.e. at point of coil header piping penetration
3. Rig uppermost section from cooling tower over to ground to acquire access to coil part
4. Rig coil section from inside tower to ground by use of the crane
5. Equip, receive, and deliver the new coil section from Evapco
6. Install replacement coil with crane upon specs given by Evapco
7. Rig upper section of tower to original placement
8. Re-install previous existing piping and electrical
9. Test for leakage


**ITEMS EXCLUDED FROM THE COOLING TOWER REPLACEMENT PROPOSAL:**

- Margin time: 4 weeks from dated written order
- Price based on work done during regular work hours.
- Pricing calculated upon current wage rates
- Security crew standby will not be taken into our pricing responsibility

**END OF SCOPE**

**This Proposal Base Bid Amount:**  
**Add (i.e. rig work/crane):**

**\$103,936.00 + tax**  
**\$4,695.00 + tax**

  
\_\_\_\_\_  
BRIAN TREMATORE  
PLUMBING & HEATING, INC.

5/19/15  
\_\_\_\_\_  
DATE

## Silendra Baijnauth

---

**From:** Silendra Baijnauth  
**Sent:** Tuesday, May 19, 2015 2:44 PM  
**To:** Patricia Vega  
**Cc:** Mark Redfield; Brian Weller; Audrey Beckham; John McGrath; Zakia Gregory  
**Subject:** Emergency Declaration -Municipal Services Building  
**Attachments:** 2015\_05\_19\_14\_39\_09.pdf

**Importance:** High

Tracking:	Recipient	Read
	Patricia Vega	
	Mark Redfield	Read: 5/19/2015 2:58 PM
	Brian Weller	Read: 5/19/2015 2:56 PM
	Audrey Beckham	Read: 5/20/2015 8:02 AM
	John McGrath	Read: 5/19/2015 3:05 PM
	Zakia Gregory	Read: 5/19/2015 2:52 PM

Hi Pat,

Please see attached for an emergency declaration. Kindly issue a PO as soon as you can. Resolution declaring emergency to follow. Once a PO is issued, can you please email a copy?

As always, thank you.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

**Jeanne F. Abuan**  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

**Exhibit B (2 of 4)**

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27□7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women Workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**Exhibit B (Continuation)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print): John Shifer  
Representative's Signature: [Signature]  
Name of Company: Landover Cooling Tower Service Inc.  
Tel. No.: 9086548754 Date: 5/19/15

## Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : \_\_\_\_\_  
Address : **LANDOVER COOLING  
TOWER SERVICE**  
Telephone No. : **177 MILL LANE  
MOUNTAINSIDE, NJ 07092**  
Contact Name: \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE)      \_\_\_\_\_ Minority & Woman Owned Business (MWBE)  
\_\_\_\_\_ Woman Owned business (WBE)      ~~\_\_\_\_\_ Neither~~

### Definitions:

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

MWBE Page 3 Project \_\_\_\_\_

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_  
\_\_\_\_\_

Name of Contractor

By: Signature John Slifer

Type or print name/title: John Slifer President

Telephone No: 908654-8754 Date 5/19/15

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**PURCHASING COPY**



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
#70-097-382/000

ADDRESS:  
847 ROEBLING AVE  
TRENTON, NJ 08611

TRADE NAME:  
CLINTON STRA


SEQUENCE NUMBER:  
0107

ISSUANCE DATE:  
07/14/04

DEPARTMENT  
DIVISION OF  
PO BOX 529  
TRENTON, NJ

*J.P. & E. Kelly*

This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at place of business.

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<b>Election Fund for Steven Fulop (2013)</b>	<b>Councilperson Frank Gajewski</b>
<b>Team Fulop</b>	<b>Councilperson Khemraj "Chico" Ramchal</b>
<b>Team Fulop Runoff</b>	<b>Councilperson Richard Boggiano</b>
<b>Lavarro for Council</b>	<b>Councilperson Michael Yua</b>
<b>Councilperson Joyce E. Watterman</b>	<b>Councilperson Candice Osborne</b>
<b>Councilperson Daniel Rivera</b>	<b>Councilperson Diane Coleman</b>

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John Slifer 100%	31 W. 85 <sup>th</sup> St Long Beach Twp NJ 08008

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lavender Cooling Tower Service Inc.

Signed: [Signature] Title: President

Print Name: John Slifer Date: 5/19/15

Subscribed and sworn before me this <u>19</u> day of <u>May</u> , 20 <u>15</u>  My Commission expires:  <b>STEPHANIE M. HENSEL</b> NOTARY PUBLIC OF NEW JERSEY My Commission Expires February 5, 2018	<u>[Signature]</u> (Affiant) <u>Stephanie Hensel</u> (Print name & title of affiant) (Corporate Seal)
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# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LANDOVER COOLING TOWER SERVICE, INC.

**Trade Name:**

**Address:** 177 MILL LANE  
MOUNTAINSIDE, NJ 07092-2909

**Certificate Number:** 0106797

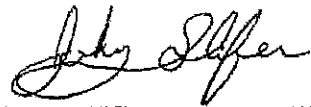
**Effective Date:** November 14, 2001

**Date of Issuance:** May 19, 2015

**For Office Use Only:**

20150519133730910

# **NEW VENDOR INFORMATION FORM**

VENDOR NAME:		FEIN #:	
<del>LANDOVER COOLING</del> <b>TOWER SERVICE</b>		22-3573182	
STREET ADDRESS:		CITY:	
177 MILL LANE		MOUNTAINSIDE, NJ 07092	
STATE:	ZIP:	EMAIL: Stephanie @ Landover CTS.com	
TEL/EXT #:	908 1654-8754	FAX #: 908-789-9347	
VENDOR CONTACT/AUTHORIZED REP NAME:			
PRINT NAME: John Slifer		SIGNATURE: 	
TEL #:	FAX #:	EMAIL: John@Landovercts.com	
<b>PAYMENT/REMITTANCE ADDRESS:</b>			
NAME:	ATTN TO:	ADDRESS:	
Landover	A/R		
CITY:	STATE:	ZIP:	
SAME			
TEL #:	FAX #:	EMAIL: Stephanie @ Landover CTS.com	
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Cooling tower work			City Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
			Form 1099 Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
EEO/AFFIRMATIVE ACTION (Please select)			
<input type="checkbox"/> Minority Vendor <input type="checkbox"/> Veteran <input type="checkbox"/> Caucasian/White <input type="checkbox"/> African American/Black <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Small Business <input type="checkbox"/> Asian/Pacific Islands <input type="checkbox"/> Women-Owned <input type="checkbox"/> Native American/Indian			
NON-PROFIT? <input type="checkbox"/> Yes (include non-profit certification) <input checked="" type="checkbox"/> No			
PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW			
<input type="checkbox"/> State Contract <input type="checkbox"/> GSA <input type="checkbox"/> US Communities <input type="checkbox"/> NIPA <input type="checkbox"/> HGAC-Buy <input type="checkbox"/> TCPN <input type="checkbox"/> NJPA <input type="checkbox"/> MRESC <input type="checkbox"/> KPN <input type="checkbox"/> WSCA/NASPO           Contract # _____			
CITY EMPLOYEE REQUESTING VENDOR NUMBER:			
PRINT NAME:		SIGNATURE:	
		EXT.	
<b>PURCHASING DIVISION USE ONLY</b>			
VENDOR NO. ISSUED BY:		TITLE:	DATE:
VENDOR NUMBER ASSIGNED:		BRC No.	

**(W9 FORM & BUSINESS REGISTRATION CERTIFICATE  
MUST BE INCLUDED WITH THIS FORM)**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15,425

Agenda No. 10.U

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF ERIC INFANTES AND SUZANNE INFANTES V. CITY OF JERSEY CITY, ET AL.

**WHEREAS**, Eric Infantes ("Infantes") and his wife, Suzanne Infantes (collectively, "the Infantes") asserted a claim against the City of Jersey City for purported injury damages or loss on March 3, 2014; and

**WHEREAS** the claim alleges that Defendants discriminated and retaliated against Infantes; and

**WHEREAS**, because of the litigation risk involved, the Corporation Counsel has recommended a settlement of \$50,000.00; and

**WHEREAS**, Plaintiffs have agreed to this settlement and will sign all required releases; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel is authorized to settle this lawsuit for \$50,000 inclusive of all attorneys' fees and costs.

2. The Jersey City Insurance Fund Commission is authorized to pay to or on behalf of Infantes the sum of fifty thousand dollars and zero cents (\$50,000) (the "Settlement Payment"), inclusive of any and all costs and attorneys' fees incurred. The first check will be made payable to "Eric Infantes" in the amount of Two Thousand Four Hundred Fifty Nine and Seven cents less applicable tax deductions or withholdings (\$3,000). The second check will be made payable to "Gina Mendola Longarzo, Esq. in Trust for Eric Infantes" in the amount of Twenty-two thousand dollars and zero cents (\$22,000) (no tax deductions or withholdings). The third check will be made payable to "Gina Mendola Longarzo, Esq." in the amount of Twenty-five thousand dollars and zero cents (\$25,000) (no tax deductions or withholdings) in full and complete satisfaction of the Infantes' claim for attorneys' fees, costs, and other legal expenses.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

MLM/dc  
5/28/15

Matthew Hogan

APPROVED:

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-10-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing the settlement of the suit of Eric Infantes v. City of Jersey City, et al.

**Initiator**

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	6545	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This settlement resolves employment, labor and related issues. Based upon initial settlement demands, the facts presented, the risk of legal and monetary exposure as well as the costs associated with litigating this matter through trial, this settlement is fair and reasonable.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.426

Agenda No. 10.V

Approved: JUN 10 2015

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. FOR A PERIOD OF SIX MONTHS, JULY 1, 2015 THROUGH DECEMBER 31, 2015, TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the contract with Express Scripts to provide a prescription drug plan for eligible employees of the City of Jersey City (City) expires on June 30, 2015; and

**WHEREAS**, the City must continue to provide a prescription drug plan to City employees pursuant to collective bargaining agreements with municipal labor unions and pursuant to City Ordinance Section 53-40; and

**WHEREAS**, the provision of a prescription drug plan by a provider is considered to be an insurance plan and pursuant to N.J.S.A. 40A:11-5(1)(m) the contract may be awarded as an Extraordinary Unspecifiable Services (EUS) agreement; and

**WHEREAS**, the City desires to extend the present contract for an additional six (6) month period, commencing on July 1, 2015 and ending on December 31, 2015; and

**WHEREAS**, the City is in the process of soliciting proposals for a new contract and expects to receive proposals by July 1, 2015; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

**WHEREAS**, the total amount of the contract including administrative fees and self-funding of prescription claims is Eleven Million Dollars (\$11,000,000.00); and

**WHEREAS**, during the term of the contract the Purchasing Agent is authorized to issue change orders, as necessary, to cover cost increases caused by the hiring of additional employees, or by increased drug costs, or by increased utilization of the plan by employees; and

**WHEREAS**, funds in the amount of \$2,000,000.00 are available in the 2015 temporary budget in account No. 01-201-23-220-805, Department of Administration.

## TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF EXTRAORDINARY UNSPECIFIABLE SERVICES AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. FOR A PERIOD OF SIX MONTHS, JULY 1, 2015 THROUGH DECEMBER 31, 2015, TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The extension of the contract with Express Scripts to provide a prescription drug plan, not to exceed six months is approved.
2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the Fiscal year 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2015 permanent budget.
4. Upon certification by an official or an employee of the City authorized to attest that Express Scripts has provided services in accordance with the contract, then; payment to Scripts Express shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) of this award.
6. During the term of the contract the Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent of the original contract amount, as may be necessary because of cost increases resulting from the hiring of new City employees, or from increased usage and cost of medications.

I, Donna Mauer, Chief Financial Officer hereby certifies that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING EXTENSION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. FOR A PERIOD OF SIX MONTHS, JULY 1, 2015 THROUGH DECEMBER 31 2015 TO PROVIDE A PRESCRIPTION DURG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

**Project Manager**

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To provide prescription plan coverage to all eligible active and retired employees with the current Prescription Benefit Manager (PBM) at the current rates.

By extending the current plan an additional six (6) months the City will be able to synch up the Commercial plan (actives and non-Medicare retirees) with the Medicare enrollees into one renewal for January 1, 2016, thereby doubling our population to give us the ability to negotiate better rates for both plans, collectively. In addition, if there is a need to change carriers for January 2016, this will allow ample time to make the necessary changes, get new ID cards out and ensure a seamless transition to our employees and retirees.

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-805  
\$11,000,000.00 – six months

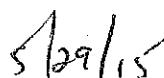
**Contract term (include all proposed renewals)**

Six months (July 1, 2015 - December 31, 2015) Six month renewal at the same rate.

**Type of award****If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

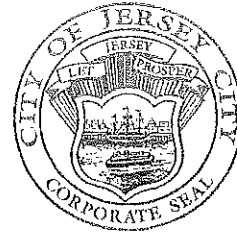
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.427

Agenda No. 10.W

Approved: JUN 10 2015

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM

### COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City), Department of Health and Human Services (Department) requires the services of an Alliance Coordinator for its Municipal Drug Alliance Program to coordinate and oversee the operations of the program and its sub-grantees; and

**WHEREAS**, the County of Hudson (County) awarded a grant to the City to be used to fund the operations of the City's Municipal Drug Alliance Program; and

**WHEREAS**, as a condition of the grant award the City is required to contract with Paul Steffens of PRS Consultants, Inc. a Licensed Clinical Alcohol and Drug Counselor (Consultant), to provide services as the Alliance Coordinator for the Municipal Drug Alliance Program; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the total amount of this contract is Sixty Thousand (\$60,000.00) dollars for a period of twelve months, effective July 1, 2015 through June 30, 2016; and

**WHEREAS**, the funds in the amount of Sixty Thousand (\$60,000.00) dollars are available in the Municipal Drug Alliance Program Fund Account No. 02-213-40-460-312; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

**WHEREAS**, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

**WHEREAS**, the Consultant has completed and submitted a Business Entity Disclosure Certification which certifies that the Consultant has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit PRS Consultants, Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Consultant has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the Consultant has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 15.427Agenda No. 10.WTITLE: JUN 10 2015

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF  
PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE  
CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL DRUG ALLIANCE PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Paul Steffens, LCADC of PRS Consultants, Inc. to provide services as the Alliance Coordinator for the Municipal Drug Alliance Program;
2. The total amount of the contract shall not exceed Sixty Thousand (\$60,000.00) dollars and the term of the contract shall be for twelve months effective July 1, 2015 thru June 30, 2016;
3. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) day of the adoption of this resolution;
5. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
6. Upon certifications by an official or employee of the City authorized to attest that the contractor complied with the specifications in all respects, and requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance, and Determination of value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that funds in the amount of \$60,000.00 are available in the Municipal Drug Alliance Program Fund Account No. 02-213-40-560-312 for the payment of this resolution. PO # 117424

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 8 - 0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.10.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM**

### **Project Manager**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Program Coordinating Services as a Licensed Clinical Alcohol and Drug Counselor, as required condition of the grant award to the City of Jersey City.

### **Cost (Identify all sources and amounts)**

Hudson County Grant- \$60,000  
Cash Match- \$53,476  
In-Kind - \$34,427

### **Contract term (include all proposed renewals)**

July 1, 2015 – June 30, 2016

### **Type of award**

Professional Services

If "Other Exception", enter type

### **Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

6/1/15

## AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Jersey City, a Municipal Corporation, organized and existing under the laws of the State of New Jersey, with its principal place of business 280 Grove Street, in the City of Jersey City, the County of Hudson, and the State of New Jersey (herein referred to as the "City") and **Paul Steffens of PRS Consultants, Inc.**, a Licensed Clinical Alcohol and Drug Counselor, **License Number 37LC00128100**, with its principal place of business 6 Tuscany Circle, Manchester, NJ 08759, (herein referred to as the "Consultant").

### WITNESSETH THAT:

**WHEREAS**, the City is a Municipal Corporation that conducts the Municipal Drug Alliance Program under the auspices of the Department of Health and Human Services at 199-200 Summit Avenue, Jersey City, NJ 07306. The City desires to have the following services performed by the Consultant; and

**WHEREAS**, the Consultant agrees to perform these services for the City under the terms and conditions set forth in this contract; and

**WHEREAS**, the Consultant is duly licensed to practice his profession as a Licensed Clinical Alcohol and Drug Counselor (LCADC) in the State of New Jersey with thirty years' experience in the field of addiction; and

**WHEREAS**, this Agreement shall be in effect for twelve (12) months effective **July 1, 2015 to June 30, 2016**, and the total amount of the contract shall not exceed **Sixty Thousand (\$60,000.00)** Dollars.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

#### **1. Nature of Work**

The Consultant shall in satisfactory manner as determined by the City perform those services outlined in Attachment A.

#### **2. Compliance with Approved Program**

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

### **3. Compensation**

For all services rendered, under the terms of this agreement the total contract amount shall not exceed **Sixty Thousand (\$60,000.00) Dollars**. The Consultant shall bill the City for services rendered on a monthly basis in a timely manner, provided all requirements of the Agreement are satisfactorily met.

### **4. Relationship of Parties**

The parties agree that the Consultant and the relation created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City, is not entitled to the benefits provided by the employer to its employees, including but not limited to group insurance, pension plan and workmen's compensation benefits. Consultant may practice his/her service for others during those periods when the Consultant is not performing work under the contract for the City.

### **5. Errors and Omissions**

Consultant shall perform its services consistent with the professional skill and care ordinarily required by program specifications as practiced by Municipal Alliances of the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care to ensure compliance and the orderly progress of the project. Consultant must also provide proof of Errors and Omissions/Professional Liability in the amount of \$1,000,000.

### **6. Termination**

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, the Consultant shall immediately discontinue services. The Consultant shall be paid the amount earned by or reimbursable to the Consultant hereunder to the time specified in said notice. The Consultant shall have no further claim against the City with respect thereto.

### **7. Entire Agreement**

This Agreement constitutes the entire agreement between City and the Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.



## **8. Assignment**

The Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

## **9. Choice of Law**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

## **10. Modification**

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

## **11. Counter-Parts**

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

## **12. Paragraph Headings**

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

## **13. Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

## **14. Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

## **15. Notice**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**Business Administrator  
City Hall, 280 Grove St.  
Jersey City, N.J. 07302**

**PRS Consultants, Inc.  
6 Tuscany Circle,  
Manchester, NJ 08759**

## **16. Records and Files**

All records and files shall belong to and remain the property of the City. The Consultant shall not be entitled to keep or reproduce City's records or files related to any sub-grantee or participant or subject of the Municipal Drug Alliance Program unless the sub-grantee or participant requests specifically that his/her records be transmitted to the Consultant.

## **17. Miscellaneous**

This Agreement shall be interpreted and governed according to the laws of the State of New Jersey.

## **18. New Jersey Business Registration Requirements**

The Consultant shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Consultant and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et seq.) Or subsection (e.) or (f.) of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **19. City of Jersey City Contractor Pay-To-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

### **20. Political Contribution Prohibition**

This contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of City of Jersey City when the contract is awarded.

### **21. Chapter 271 Political Contribution Disclosure**

The Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the Consultant receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the consultant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **22. Compliance with Affirmative Action Plan**

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and the Consultant shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "D" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

**IN WITNESS WHEREOF**, the City has caused the Agreement to be signed by its duly authorized officers and its seal to here to affixed, and the Consultant has executed this Agreement on the date set forth above.

\_\_\_\_\_  
Robert J. Kakoleski, Business Administrator

\_\_\_\_\_  
Stacey Flanagan, DH&HS Director

ATTEST: \_\_\_\_\_

Robert Byrne, City Clerk

\_\_\_\_\_  
Paul Steffens, MA, LCADC  
PRS Consultants, Inc.

## ATTACHMENT A

**PROGRAM DESCRIPTION:** PRS Consultants, Inc – Company will provide a Licensed Clinical Alcohol and Drug Counselor (LCADC) to assume the responsibilities of the Jersey City Alliance Coordinator. Coordinator’s responsibilities will included but are not limited to: coordinating all grant-related activities; acting as Chairperson with respect to all grant subcontracting agency meetings; pre-approving all grant-related expenditures for processing and subsequent payment; preparing all required programmatic and fiscal reporting to the Hudson County Department of Human Services and the Governor’s Council on Alcoholism and Drug Abuse; actively participating in the Hudson County annual fiscal and programmatic site visit; and attending all Hudson County Alliance Steering Subcommittee (CASS) meetings.

### **PROJECT BUDGET:**

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	<u>\$60,000.00</u>		<u>\$60,000.00</u>
Space Costs			
Consumables			
Travel			
Equip. Rent/Lease			
Others (Specify)			
<b>Totals</b>	<u>\$60,000.00</u>		<u>\$60,000.00</u>

## DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. PRS Consultants, Inc promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).
4. PRS Consultants, Inc submitted a proposal to provide a masters-level clinician, licensed by the New Jersey Department of Community Affairs – State Board of Marriage and Family Therapy Examiners as a Clinical Alcohol and Drug Counselor (LCADC) with (30) years of experience in the field of substance abuse prevention, education and treatment to assume the role of Municipal Alliance Coordinator for the sum of \$60,000.00.
5. The DHHS recommendation is to award the contract to PRS Consultants, Inc.
6. The term of the contract is July 1, 2015 through June 30, 2016.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: \_\_\_\_\_

\_\_\_\_\_  
Stacey Flanagan, Director  
Department of Health and Human Services



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj “Chico” Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    ☐ Corporation    ☐ Sole Proprietorship    ☒ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Paul Steffens	6 Tuscany Circle, Manchester, New Jersey 08759
Rosemarie Steffens	6 Tuscany Circle, Manchester, New Jersey 08759

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PRS Consultants, Inc.

Signature of Affiant: Paul Steffens Title: President

Printed Name of Affiant : Paul Steffens Date: 4/18/2015

Subscribed and sworn before me this 18th day  
of April, 2015.

My Commission expires: July 28th, 2019

**BRIAN DRESSLER**  
Notary Public  
State of New Jersey  
My Commission Expires July 28, 2019  
I.D.# 2448357

Paul Steffens  
(Affiant)  
**Paul Steffens - President**  
(Print name and title of affiant) (Corporate Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that PRS Consultants, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract PRS Consultants, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

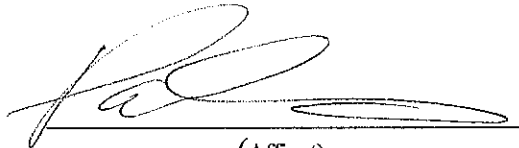
Name of Business Entity: PRS Consultants, Inc.

Signed: Paul Steffens Title: President

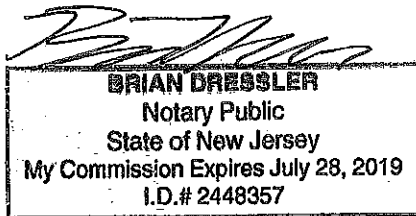
Print Name: Paul Steffens Date: April 18, 2015

Subscribed and sworn before me  
this day 18th of April, 2015.

My Commission expires: July 28th, 2019

  
(Affiant)

Paul Steffens – President  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): PAUL STEFFENS

Representative's Signature: Paul Steffens

Name of Company: PRS CONSULTANTS INC

Tel. No.: 732/674-5464 Date: 4/18/2015

Certification **17475**

## **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

### **RENEWAL**

This is to certify that the contractor listed below has submitted an Employees Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2008** to **15-AUG-2015**

**PRS CONSULTANTS, INC  
6 TUSCANY CIRCLE  
MANCHESTER**

**NJ 08759**



A handwritten signature in dark ink, appearing to read "D. A. R.", written over a horizontal line.

State Treasurer

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: PAUL STEFFENS - President  
Representative's Signature: Paul Steffens  
Name of Company: PRS CONSULTANTS, INC.  
Tel. No.: 732/674-5464 Date: 4/18/2015

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PRS CONSULTANTS, INC.

Address: 6 TUSCANY CIRCLE MANCHESTER, NJ 07109

Telephone No.: 732-674-5464

Contact Name: PAUL STEFFENS

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** P.R.S. CONSULTANTS, INC.  
**Trade Name:**  
**Address:** 6 TUSCANY CIRCLE  
MANCHESTER, NJ 08759-6184  
**Certificate Number:** 0576703  
**Effective Date:** May 20, 1991  
**Date of Issuance:** April 17, 2015

**For Office Use Only:**  
20150417111212358

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 15.428

Agenda No. \_\_\_\_\_ 10.X

Approved: \_\_\_\_\_ JUN 10 2015

TITLE:



## Celebrating the One Hundred and Fifteenth Year Anniversary of Monumental Baptist Church

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Monumental Baptist Church had its beginning in a store front on 349 Johnston Avenue, Jersey City, New Jersey in June, 1900. The Church was known as Mizpah Baptist Church. At its organizational meeting, Reverend William Edwards was named pastor and R. V. D. Cole was named church clerk; and

**WHEREAS**, Reverend C. H. Garlick was called to pastor the Church. A native of Williamsburg, Va, he pastored Bethany Baptist Church in Newark and Fountain Baptist Church in Summit before being called to Monumental. During his ministry, the name of the Church was changed from Mizpah Baptist Church to Monumental Baptist Church and was united with the New England Convention in 1902; and

**WHEREAS**, in August of 1903, Rev. William Sylvester Smith was called to be the Pastor of Monumental Baptist Church. He was installed on October 1, 1903. Dr. Smith pastored First Baptist Church in Madison, NJ before coming to Monumental. At First Baptist Church, Madison, Rev. Smith's first act was to incorporate the Church, then lead them to build the church structure which is still there today. At this time, he received the call from Monumental; and

**WHEREAS**, during Dr. Webb's 42 years leading Monumental, the church underwent many changes; gifts were given annually to the United Negro College Fund, schools, missions, and many other benevolent causes. Financial support was given to local and national agencies that aided the surrounding community; and

**WHEREAS**, in November 1944, Rev. Ercel F. Webb accepted the call and began on the First Sunday in December 1944. During his 42 years the church saw many changes. Financial support to Local and National Agencies that aided the community were started. The Education Fund was started to encourage youth and adults to seek proper education; and

**WHEREAS**, In April 1997 Monumental Baptist Church called Rev. Joseph L. Jones to the Pastorate. Under Rev. Jones leadership whose dreams are to bring the church and the community closer to God through a renewed emphasis on Evangelism. The infrastructure through commitment faith and hope was improved. The church finances improved through giving. The purchase of the church parking lot took place. From 1997 – 2004, many of the church properties were renovated and upgraded. The Christian Education Center was renovated, along with apartment buildings, upgrade of church computers systems, and office equipment for 21<sup>st</sup> Century service; and

**WHEREAS** The church became 501 (c) 3 approved in 2004 as a religious organization and the MBC, Community Development Corporation was formed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join in celebrating the one hundred and fifteenth year anniversary of Monumental Baptist Church.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.429

Agenda No. 10.Y

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2015 M.L.K HUB Concert Series

### COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City, through the Resident Response Center and its Office of Cultural Affairs, requires the services of **VARIOUS PERFORMERS** to provide **VARIOUS PERFORMANCES** for **CY 2015 The M.L.K. Hub Concerts Series** on **Wednesdays 5:30pm - 8pm from July 15, 2015 through August 19, 2015** and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of those services; and

**WHEREAS**, pursuant to N.J.S.A., 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the **VARIOUS PERFORMERS** listed below are qualified and have agreed to perform these service for the fee indicated below; and

PERFORMER	DATE	TIME	AMOUNT	PO#
Giselle Bellas	July 15, 2015	5:30pm - 8:00pm	\$200	117248
Keenan McRae (AM-PM Band)	July 15, 2015	5:30pm - 8:00pm	\$700	117249
Josh David (Judah Tribe)	July 22, 2015	5:30pm - 8:00pm	\$800	117250
Alberto Plummer (Havana Rumba Capitan)	July 29, 2015	5:30pm - 8:00pm	\$700	117251
Vander Carter (P.R.I.M.E)	August 5, 2015	5:30pm - 8:00pm	\$700	117252
April Coleman (R&B April)	August 12, 2015	5:30pm - 8:00pm	\$300	117253
Anthony Williams (Tru-Sol)	August 12, 2015	5:30pm - 8:00pm	\$750	117254
Juanita Douglas( Douglas Sisters)	August 19, 2015	5:30pm - 8:00pm	\$200	117255
Anthony James (Harvest Dance Band)	August 19, 2015	5:30pm - 8:00pm	\$800	117256
Terry Kinderel (DJ Sound)	July 15- August 19, 2015	5:30pm - 8:00pm	\$600	117257
Vladimir Gabriel (DJ Sound)	July 15- August 19, 2015	5:30pm - 8:00pm	\$3,480	117262
		Total	\$9,230	

**WHEREAS**, these **VARIOUS PERFORMERS** listed on the attached sheet agree to provide these services for a fee not to exceed a total of **Nine Thousand, Two Hundred Thirty (\$9,230)** dollars; and

**WHEREAS**, **Nine Thousand, Two Hundred Thirty (\$9,230)** dollars are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A.40A:4-1 et seq, in Account No.01-201-20-11-332; and

**NOW, THEREFORE, BE IT RESOLVED**, by the **Municipal Council of the City of Jersey City** that:

1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with the **VARIOUS PERFORMERS** to provide **VARIOUS PERFORMANCES** and the contracts be awarded to said **VARIOUS PERFORMERS** to perform these Services during the period of **July 15, 2015 through August 19, 2015** in the attached amounts, and

City Clerk File No. Res. 15.429Agenda No. 10.YTITLE: JUN 10 2015**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2015 M.L.K HUB Concert Series**

2) The total contract amount for these services shall not exceed the sum of **Nine Thousand, Two Hundred Thirty (\$9,230) dollars;** and

3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, as Chief Financial Officer, hereto certify that the funds in the amount of **Nine Thousand, Two Hundred Thirty (\$9,230) dollars** are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in account # 01-201-20-11-332; PO # PAGE 1

*Donna Mauer*  
CFO

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

ASST.

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED **8 - 0****RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.10.15**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.430

Agenda No. 10.Z

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2015 JAZZ FOR LUNCH CONCERT SERIES

### COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City, through the Resident Response Center and its Office of Cultural Affairs, requires the services of **VARIOUS PERFORMERS** to provide **VARIOUS PERFORMANCES** for **CY 2015 Jazz For Lunch Concert Series** on **Thursday 12pm - 2pm** from **July 9, 2015 through August 27, 2015**; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of those services, and

**WHEREAS**, pursuant to N.J.S.A., 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the **VARIOUS PERFORMERS** listed below are qualified and have agreed to perform these service for the fee indicated below; and

PERFORMER	DATE	TIME	AMOUNT	PO#
Ginatta Vendetta	July 9, 2015	12:00pm - 2:00pm	\$800	117109
Linda Ipanema	July 16, 2015	12:00pm - 2:00pm	\$800	117110
Cynthia Gainous	July 23, 2015	12:00pm - 2:00pm	\$750	117111
Carolyn Light	July 30, 2015	12:00pm - 2:00pm	\$600	117112
Don Carter	July 30, 2015	12:00pm - 2:00pm	\$750	117113
Rich Reiter	August 6, 2015	12:00pm - 2:00pm	\$750	117114
Gordon James	August 13, 2015	12:00pm - 2:00pm	\$750	117115
Bryan Benighove	August 20, 2015	12:00pm - 2:00pm	\$750	117117
Joel Zelnik	August 27, 2015	12:00pm - 2:00pm	\$800	117116
		Total	\$6,750	

**WHEREAS**, these **VARIOUS PERFORMERS** listed on the attached sheet agree to provide these services for a fee not to exceed a total of **Six Thousand, Seven Hundred Fifty (\$6,750) Dollars**; and

**WHEREAS**, **Six Thousand, Seven Hundred Fifty (\$6,750) Dollars** are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A.40A:4-1et seq. in Account No.01-201-20-11-332; and

**NOW, THEREFORE, BE IT RESOLVED**, by the **Municipal Council of the City of Jersey City** that:

City Clerk File No. Res. 15.430Agenda No. 10.2TITLE: JUN 10 2015**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2014 JAZZ FOR LUNCH CONCERT SERIES**

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with the **VARIOUS PERFORMERS** to provide **VARIOUS PERFORMANCES** and the contracts be awarded to said **VARIOUS PERFORMANCES** for **CY 2015 Jazz For Lunch Concert Series on Thursday 12pm - 2pm from July 9, 2015 through August 27, 2015** in the attached amounts;
- 2) The total contract amount for these services shall not exceed the sum of **Six Thousand, Seven Hundred Fifty (\$6,750) Dollars**; and
- 3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, as Chief Financial Officer, hereto certify that the funds in the amount **Six Thousand, Seven Hundred Fifty (\$6,750) Dollars** are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq in account No.01-201-20-11-332; PO # PAGE 1

*Donna Mauer*  
CFO

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>6.10.15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.431

Agenda No. 10.Z.1

Approved: JUN 10 2015

TITLE:



## RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2015 SUMMER DANCE FESTIVAL

### COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City, through the Resident Response Center and its Office of Cultural Affairs, requires the services of **The Kennedy Dancers, INC.** to provide **FIVE DANCE LESSONS DURING THE CY 2015 SUMMER DANCE FESTIVAL** at J. Owen Grundy Pier at Exchange Place on Thursdays from 6:30PM - 8:00PM for period from July 9, 2015, July 23, 2015, July 30, 2015, August 6, 2015, August 7, 2015 ; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of those services; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the **VARIOUS PERFORMERS** listed below are qualified and have agreed to perform these service for the fee indicated below; and

**WHEREAS**, these **VARIOUS PERFORMERS** listed on the attached sheet agree to provide these services for a fee not to exceed a total of **Three Thousand, five Hundred (\$3,500) Dollars**; and

PERFORMER	DATE	TIME	AMOUNT	PO#
The Kennedy Dancers, INC	July 9, 2015, July 23, 2015, July 30, 2015, August 6, 2015, August 7, 2015	6:30pm - 8:00pm	\$3,500	117200

**WHEREAS**, **Three Thousand, five Hundred (\$3,500) Dollars** are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A.40A:4-1 et seq, in Account No.01-201-20-11-332; and

**NOW, THEREFORE, BE IT RESOLVED**, by the **Municipal Council of the City of Jersey City** that:

1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with **The Kennedy Dancers, INC.** to provide **FIVE DANCE LESSONS DURING THE CY 2015 SUMMER DANCE FESTIVAL** at J. Owen Grundy Pier at Exchange Place on Thursdays from 6:30PM - 8:00PM for period from July 9, 2015, July 23, 2015, July 30, 2015, August 6, 2015, August 7, 2015 ;

City Clerk File No. Res. 115.431Agenda No. 10.Z.1TITLE: JUN 10 2015**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR CY 2015 SUMMER DANCE FESTIVAL**2) The total contract amount for these services shall not exceed the sum of **Three Thousand, five Hundred (\$3,500) Dollars**; and

3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, as Chief Financial Officer, hereto certify that the funds in the amount **Three Thousand, five Hundred (\$3,500) Dollars** are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in account No.01-201-20-11-332; PO #117200

*Donna Mauer*  
CFO

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

*Business Administrator*  
ASST.

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>6.10.15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.432

Agenda No. 10.Z.2

Approved: JUN 10 2015

TITLE:



## **RESOLUTION REAUTHORIZING AND AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

### **COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 14-335 on May 14, 2014 amending a professional services agreement with ERFS, LLC, 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City of Jersey City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. pursuant to a consent judgment entered into by Jersey City and PPG; and

**WHEREAS**, PPG Industries is required to make \$350,000 in payments for experts to be retained by Jersey City; and

**WHEREAS**, ERFS, Inc. is qualified to monitor the remediation being performed by PPG and can do so for the year 2015 in the amount of **\$75,000**; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, ERFS, has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit ERFS from making any reportable contributions during the term of the contract; and

**WHEREAS**, ERFS has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, ERFS has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, in addition ERFS, Inc. have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

**WHEREAS**, funds are available for the costs of these services in Account No. **04-226-55-000-037**.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 15.432Agenda No. 10.Z.2TITLE: JUN 10 2015**RESOLUTION REAUTHORIZING AND AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFIS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

1. An agreement is awarded to ERFIS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, for a total amount to be increased by an additional **\$75,000** for a total amount of **\$225,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: **04-226-55-000-037** for payment of this resolution.

P.O.# 117351



Donna Mauer, Chief Financial Officer

:igp  
6/3/15

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel



Certification Required ☐Not Required ☐APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>6-10-15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION REAUTHORIZING AND AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Reauthorizing and Amending the Contract for Calendar Year 2015-2016 by an additional \$75,000.

**Cost (Identify all sources and amounts)**

Account No. 04-226-55-000-037

**Contract term (include all proposed renewals)**

One Year

Type of award Direct/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

6/4/2015

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and ERFS, Inc. ("Engineer")

WITNESSETH, that in consideration of the mutual covenants set forth, the City and Engineer agree as follows:

### Scope of Agreement

Engineer is hereby retained as an independent contractor to perform an environmental investigation and remediation of the PPG former chromate manufacturing site on Garfield Avenue and other sites being remediated by PPG in connection with the Judicial Consent order entered into between the City, PPG and the DEP.

### Affidavit of Services

Engineer shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, the total amount of this agreement shall not exceed \$75,000.

B. The Engineer shall provide a monthly statement for services rendered. The Engineer shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the

preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Engineer** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Engineer** will need to obtain the services of third-parties such as consultants, experts, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. **Engineer** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Engineer** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Engineer** receives discounts from messenger services, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;

- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Engineer's** firm be deemed necessary and approved, the City expects that an appropriate number will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal

The City does not agree to pay for more than one consultant's attendance at meetings, conferences or hearings unless the City authorizes such attendance in advance.

#### **Assignment**

The services under this contract shall be performed exclusively by **Engineer** not by any other member of his firm. **Engineer** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### **New Jersey Business Registration Requirements**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Engineer** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end one year commencing on the date this agreement is executed by city officials.

Prior to the commencement of the agreement, **Engineer** shall provide such insurance, including an errors and omissions policy, as to type, amount and form as approved in writing by the City's Risk Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

**Affirmative Action Plan**

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and Engineer shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**ERFS, INC.**

\_\_\_\_\_